



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

0925-65

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	STEVES POWERWASHING LLC 4558 BOHEMIA PL PENSACOLA, FL 32504 4305 SPANISH TRL 01-2643-365 LT 3 SPANISH TRAIL PLAZA PB 13 P 87 OR 8524 P 359	Certificate #	2023 / 214
		Date certificate issued	06/01/2023

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)
# 2023/214	06/01/2023	3,565.33	178.27	3,743.60
→ Part 2: Total*				3,743.60

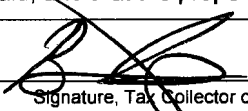
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2024/244	06/01/2024	3,814.63	6.25	253.51	4,074.39
Part 3: Total*					4,074.39

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)	7,817.99
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,551.82
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)	11,744.81

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
Signature, Tax Collector or Designee	Date April 24th, 2025

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>09/03/2025</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.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500173

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 6023
PO BOX 71540
PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
01-2643-365	2023/214	06-01-2023	LT 3 SPANISH TRAIL PLAZA PB 13 P 87 OR 8524 P 359

I agree to:

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

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

Electronic signature on file
KEYS FUNDING LLC - 6023
PO BOX 71540
PHILADELPHIA, PA 19176-1540

04-21-2025
Application Date

Applicant's signature



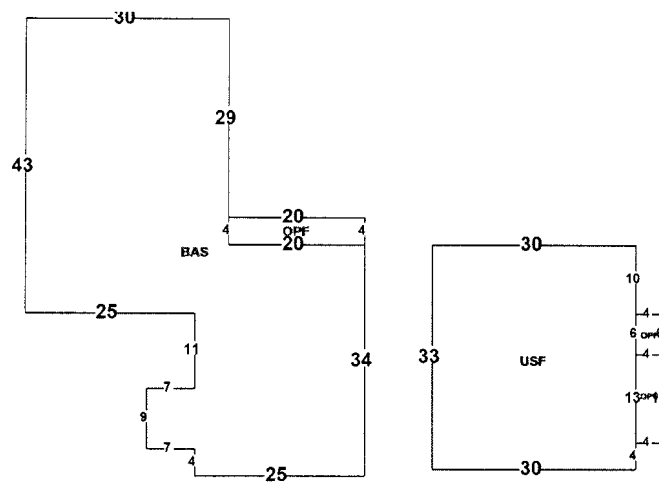
Gary "Bubba" Peters Escambia County Property Appraiser

[Real Estate Search](#)[Tangible Property Search](#)[Sale List](#)[Back](#)◀ Nav. Mode ☒ Account ☐ Parcel ID ▶[Printer Friendly Version](#)

General Information							Assessments				
Parcel ID:	161S290416000003						Year	Land	Imprv	Total	Cap Val
Account:	012643365						2024	\$5,228	\$200,514	\$205,742	\$205,742
Owners:	STEVES POWERWASHING LLC						2023	\$4,967	\$197,431	\$202,398	\$202,398
Mail:	4558 BOHEMIA PL PENSACOLA, FL 32504						2022	\$4,967	\$182,488	\$187,455	\$187,455
Situs:	4305 SPANISH TRL 32504						Disclaimer				
Use Code:	OFFICE, MULTI-STORY 🔑						Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS						Change of Address				
Tax Inquiry:	Open Tax Inquiry Window						Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							Enter Income & Expense Survey Download Income & Expense Survey				
Sales Data Type List:							2024 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Multi Parcel	Records	None				
04/26/2021	8524	359	\$530,000	WD	Y		Legal Description LT 3 SPANISH TRAIL PLAZA PB 13 P 87 OR 8524 P 359				
07/02/2018	7929	35	\$430,000	WD	Y						
10/2006	6075	1381	\$100	WD	Y						
11/2004	5527	681	\$730,000	WD	Y						
02/1992	3130	976	\$100	WD	Y						
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							Extra Features None				
Parcel Information							Launch Interactive Map				
Section Map Id: 16-1S-29-1							View Florida Department of Environmental Protection (DEP) Data				
Approx. Acreage: 0.0260											
Zoned: 🔑 R-NC											
Evacuation & Flood Information Open Report							Buildings				
Address: 4305 SPANISH TRL, Improvement Type: OFFICE/GENERAL, Year Built: 1992, Effective Year: 1992, PA Building ID#: 40626											

Areas - 3299 Total SF

BASE AREA - 2153
OPEN PORCH FIN - 104
OPEN PORCH UNF - 52
UPPER STORY FIN - 990



Images



1/18/2022 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: 05/12/20

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 00214**, issued the **1st** day of **June, A.D., 2023** 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:

LT 3 SPANISH TRAIL PLAZA PB 13 P 87 OR 8524 P 359

SECTION 16, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 012643365 (0925-65)

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

STEVES POWERWASHING 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 September, which is the **3rd day of September 2025**.

Dated this 14th 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

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

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 #: 01-2643-365 CERTIFICATE #: 2023-214

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 encumber the title to said land as listed on page 2 herein.

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.

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 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: June 17, 2005 to and including June 17, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,
As President
Dated: June 18, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

June 18, 2025

Tax Account #: **01-2643-365**

1. The Grantee(s) of the last deed(s) of record is/are: **STEVE'S POWERWASHING LLC A FLORIDA LIMITED LIABILITY COMPANY**

By Virtue of Warranty Deed recorded 5/5/2021 in OR 8524/359

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 BancorpSouth Bank recorded 5/5/2021 – OR 8524/362**
 - b. **Tax Warrant in favor of Department of Revenue recorded 10/3/2024 – OR 9213/838**

4. Taxes:

Taxes for the year(s) 2022-2024 are delinquent.

Tax Account #: 01-2643-365

Assessed Value: \$205,742.00

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 Property Information Report 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 SOLUTIONS
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: PROPERTY INFORMATION REPORT FOR TDA

TAX DEED SALE DATE: SEPT 3, 2025
TAX ACCOUNT #: 01-2643-365
CERTIFICATE #: 2023-214

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.

STEVE'S POWERWASHING LLC
4558 BOHEMIA PL
PENSACOLA, FL 32504

STEVE'S POWERWASHING LLC
4305 SPANISH TRL
PENSACOLA, FL 32504

BANCORPSOUTH BANK
2405 S MCKENZIE ST
FOLEY, AL 36535

DEPARTMENT OF REVENUE
PENSACOLA SERVICE CENTER
2205 LA VISTA AVE STE B
PENSACOLA, FL 32504-8210

PRISCILLA STAMBOLIC REGISTERED AGENT
STEVE'S POWERWASHING LLC
4301 SPANISH TRAIL RD
PENSACOLA, FL 32504

STEVE'S POWERWASHING LLC
PO BOX 10598
PENSACOLA, FL 32524

Certified and delivered to Escambia County Tax Collector, this 18th day of June 2025.

PERDIDO TITLE SOLUTIONS, A DIVISION OF
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

June 18, 2025

Tax Account #:01-2643-365

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 3 SPANISH TRAIL PLAZA PB 13 P 87 OR 8524 P 359

SECTION 16, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 01-2643-365(0925-65)

**Recorded in Public Records 5/5/2021 2:07 PM OR Book 8524 Page 359,
Instrument #2021049459, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$3,710.00**

Prepared by and return to:

Kerry Anne Schultz

Schultz Law Group, P.L.L.C.

2779 Gulf Breeze Parkway

Gulf Breeze, FL 32563

850-754-1600

File Number: **20-01399.RC**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of April, 2021 between **Legacy Acquisitions, LLC a Florida limited liability company, a Florida Limited Liability Company** whose post office address is **4282 Havencrest Drive, Milton, FL 32571**, grantor, and **Steve's Powerwashing, LLC a Florida limited liability company** whose post office address is **4558 Bohemia Place, Pensacola, FL 32504**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

Parcel 1:

Commence at the Northwest corner of Parcel B, Spanish Trail Center, Phase II, as recorded in Plat Book 13, Page 70, of the Public Records of Escambia County, Florida; thence run South 25 degrees 04 minutes 29 seconds West for 152.56 feet to the POINT OF BEGINNING; thence run South 64 degrees 55 minutes 31 seconds East for 175.36 feet to a point on a circular curve concave to the East having a radius of 5,679.58 feet and having a central angle of 0 degrees 32 minutes 17 seconds and being on the Westerly right-of-way line of Spanish Trail (80 feet right-of-way); thence run Northerly along the arc of said curve and said right-of-way for 54.18 feet; thence leaving said right-of-way run North 64 degrees 55 minutes 31 seconds West for 172.63 feet; thence run South 25 degrees 04 minutes 29 seconds West for 54.12 feet to the Point of Beginning. All lying and being in Section 16, Township 1 South, Range 29 West, Escambia County, Florida.

Parcel 2:

Commence at the Northwest corner of Parcel B, Spanish Trail Center, Phase II, as recorded in Plat Book 13, Page 70, of the Public Records of Escambia County, Florida; thence run South 25 degrees 04 minutes 29 seconds West for 98.44 feet to the POINT OF BEGINNING; thence run South 64 degrees 55 minutes 31 seconds East for 172.63 feet to a point on a circular curve concave to the East having a radius of 5,769.58 feet and having a central angle of 0 degrees 17 minutes 58 seconds and being on the Westerly right-of-way line of Spanish Trail (80 feet right-of-way); thence run Northerly along the arc of said curve and said right-of-way for 30.16 feet; thence leaving said right-of-way run North 64 degrees 55 minutes 31 seconds West for 171.34 feet; thence run South 25 degrees 04 minutes 29 seconds West for 30.13 feet to the POINT OF BEGINNING. All lying and being in Section 16, Township 1 South, Range 29 West, Escambia County, Florida.

Parcel 3:

Lot 3, Spanish Trail Plaza, according to the Plat thereof as recorded in Plat Book 13, Page 87, of the Public Records of Escambia County, Florida.

Parcel 4:

Begin at the Northwest corner of Parcel B, Spanish Trail Center, Phase II, as recorded in Plat Book 13, Page 70, of the Public Records of Escambia County, Florida; thence go South 25 degrees 04 minutes 29 seconds West for a distance of 68.31 feet; thence go South 64 degrees 55 minutes 31 seconds East for a distance of 16.00 feet; thence go North 25 degrees 12 minutes 00 seconds East for

DoubleTime®

BK: 8524 PG: 360

a distance of 24.00 feet; thence go South 64 degrees 55 minutes 31 seconds East for a distance of 43.70 feet; thence go South 25 degrees 12 minutes 00 seconds West for a distance of 24.00 feet; thence go South 64 degrees 55 minutes 31 seconds East for a distance of 171.34 feet to a point of a circular curve concave to the East having a radius of 5769.58 feet, said point also being the Westerly right-of-way line of Old Spanish Trail (80 feet right-of-way); thence go Northerly along said curve an arc distance of 68.36 feet, chord bearing North 23 degrees 05 minutes 56 seconds East, chord distance of 68.36 feet to the Northeast corner of said Parcel B, thence go North 64 degrees 55 minutes 31 seconds West along the North line of said Parcel B for a distance of 168.98 feet to the Point of Beginning.

Parcel Identification Number:

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

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

Signed, sealed and delivered in our presence:

<p>Witness Name: <u>Kerry Anne Saultz</u></p> <p>Witness Name: <u>Joshua Shawler</u></p>	<p>Legacy Acquisitions, LLC a Florida limited liability company</p> <p>By: <u>[Signature]</u> John J. Sullivan, Manager</p>
<p>Witness Name: <u>Kerry Anne Saultz</u></p> <p>Witness Name: <u>Joshua Shawler</u></p>	<p>By: <u>[Signature]</u> Brett S. Sullivan, Manager</p>

BK: 8524 PG: 361 Last PageState of
County of*Florida*
Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2021 by John J. Sullivan, Manager and Brett S. Sullivan, Manager of Legacy Acquisitions, LLC a Florida limited liability company, on behalf of the company, who ☐ are personally known to me or ☒ have produced a driver's license as identification.

[Notary Seal]



Notary Public

Printed Name:

My Commission Expires:

**Recorded in Public Records 5/5/2021 2:07 PM OR Book 8524 Page 362,
Instrument #2021049460, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$103.50 MTG Stamps \$1,484.00 Int. Tax \$848.00**

Return To: BancorpSouth Loan Ops
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

This Document Was Prepared By:
Sara Alexander
2778 West Jackson Street
P.O. Box 4360
Tupelo, MS 38803-4360

Commercial Mortgage, Security Agreement and Assignment of Leases and Rents

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "*Mortgage*") is entered into as of April 28, 2021, between STEVE'S POWERWASHING LLC, a Florida limited liability company, with an address of 4558 BOHEMIA PL, PENSACOLA, FL 32504-8559 (the "*Mortgagor*") and BancorpSouth Bank, a Mississippi State Chartered Bank, with an address of 2405 S McKenzie Street, Foley, AL 36535 (the "*Bank*").

The real property which is the subject matter of this Mortgage has the following address(es): 4301 Spanish Trail, PENSACOLA, FL 32504 (the "*Address(es)*").

1. Mortgage, Obligations and Future Advances

- 1.1 Mortgage.** For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the Property described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to Bank and all obligations respecting that certain Term Note, dated April 28, 2021, by STEVE'S POWERWASHING LLC in favor of Bank in the original principal amount of \$424,000.00 (the "*Note*"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "*Loan Documents*"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.
- 1.2 Security Interest in Property.** As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the *Uniform Commercial Code of Florida* (the "*Uniform Commercial Code*") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder.
- 1.3 Collateral Assignment of Leases and Rents.** The Mortgagor hereby irrevocably and unconditionally assigns to Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and Bank exercises its rights and remedies to collect such rents as set forth herein.
- 1.4 Conditions to Grant.** Bank shall have and hold the above granted Property unto and to the use and benefit of Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

Real Estate Security Instrument-Commercial
Visitors Kluwer Financial Services, Inc.

2021042719 2 Q 2885-N20201026Y

361001070231 A2021022297676 10 MORTGAGE YYY

10/2020
Page 1 of 12



BK: 8524 PG: 363

1.5 Property. The term "*Property*", as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the *Uniform Commercial Code*, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the *Uniform Commercial Code*: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "*Leases*"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term "*Obligation(s)*", as used in this Mortgage, shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to Bank; or are due indirectly by the Mortgagor to Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of \$848,000.00 of the amounts outstanding pursuant to the terms of the Loan Documents as set forth herein. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

1.8 Future Advances. This Mortgage secures both existing indebtedness and such future advances or additional advances as may be made from time to time by Bank at its option to Mortgagor, or its successor in title, for any purpose permitted under this Mortgage, provided that all those future or additional advances are made within twenty years from the date of this Mortgage or within such lesser period of time as may be hereafter provided by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of Obligations secured by this Mortgage may decrease or increase from time to time but the total unpaid balance so secured at any one time shall not exceed \$848,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Property, plus interest on such disbursements at the rate then applicable to the Obligations. If, pursuant to Section 697.04 of the *Florida Statutes*, Mortgagor files a notice specifying the dollar limit beyond which future advances made pursuant to this Mortgage will not be secured by this Mortgage, then Mortgagor shall, within one (1) day of filing such notice, notify Bank and its counsel by certified mail pursuant to Section 2.6 of this Mortgage. The filing by Mortgagor of the notice specified in the prior sentence shall constitute an Event of Default hereunder.

2. Representations, Warranties, Covenants

2.1 Representations and Warranties. The Mortgagor represents and warrants that:

- (A) This Mortgage has been duly executed and delivered by the Mortgagor and is the legal, valid and binding obligation of the Mortgagor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally;
- (B) The Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit B hereto (the "*Permitted Encumbrances*");
- (C) The Mortgagor is the sole legal owner of the entire lessor's interest in Leases, if any, with full power and authority to encumber the Property in the manner set forth herein, and the Mortgagor has not executed any other assignment of Leases or any of the rights or rents arising thereunder;
- (D) As of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by Bank; and

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(E) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction.

2.2 Recording; Further Assurances. The Mortgagor covenants that it shall, at its sole cost and expense and upon the request of Bank, cause this Mortgage, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of Bank in the Property and the rights of Bank under this Mortgage. Mortgagor will from time to time execute and deliver to Bank such documents, and take or cause to be taken, all such other or further action, as Bank may request in order to effect and confirm or vest more securely in Bank all rights contemplated by this Mortgage (including, without limitation, to correct clerical errors) or to vest more fully in, or assure to Bank the security interest in, the Property or to comply with applicable statute or law. To the extent permitted by applicable law, Mortgagor authorizes Bank to file financing statements, continuation statements or amendments, and any such financing statements, continuation statements or amendments may be filed at any time in any jurisdiction. Bank may at any time and from time to time file financing statements, continuation statements and amendments thereto that describe the Property as defined in this Mortgage and which contain any other information required by Article 9 of the *Uniform Commercial Code* for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Mortgagor is an organization, the type of organization and any organization identification number issued to Mortgagor; Mortgagor also authorizes Bank to file financing statements describing any agricultural liens or other statutory liens held by Bank. Mortgagor agrees to furnish any such information to Bank promptly upon request. In addition, Mortgagor shall at any time and from time to time, take such steps as Bank may reasonably request for Bank (i) to obtain an acknowledgment, in form and substance satisfactory to Bank, of any bailee having possession of any of the Property that the bailee holds such Property for Bank, and (ii) otherwise to insure the continued perfection and priority of Bank's security interest in any of the Property and the preservation of its rights therein. Mortgagor hereby constitutes Bank its attorney-in-fact to execute and file all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Mortgage terminates in accordance with its terms, all Obligations are paid in full and the Property is released.

2.3 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of Bank in each instance:

- (A) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage;
- (B) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("*Hazardous Substances*"); or
- (C) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Mortgagor further agrees to give Bank prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Mortgagor agrees to defend its title to the Property and Bank's interest therein against the claims of all persons and, unless Bank requests otherwise, to appear in and diligently contest, at the Mortgagor's sole cost and expense, any action or proceeding that purports to affect the Mortgagor's title to the Property or the priority or validity of this Mortgage or Bank's interest hereunder.

2.4 Operation of Property. The Mortgagor covenants and agrees as follows:

- (A) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and the provisions of any Lease, easement or other agreement affecting all or any part of the Property, and will obtain and maintain all governmental or other approvals relating to the Mortgagor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to Bank of (i) any violation of any such law, ordinance or regulation by the Mortgagor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;
- (B) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law and which Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to Bank, provide deductible amounts acceptable to Bank, name Bank as mortgagee, loss payee and additional

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insured, and provide that no cancellation or material modification of such policies shall occur without at least zero (0) days prior written notice to Bank. Such policies shall include (i) a mortgage endorsement determined by Bank in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of Bank, shall not be invalidated by any act or neglect of the Mortgagor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as Bank may request. The Mortgagor will furnish to Bank upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to Bank. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Mortgagor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;

- (C) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of Bank, execute any assignment of the Leases except in favor of Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;
- (D) Mortgagor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit Bank and Bank's agents, employees and representatives, at such reasonable times as Bank may request, to enter and inspect the Property and such books and records;
- (E) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof; and
- (F) Mortgagor shall not use or occupy the Property or allow any other party to use or occupy the Property in any manner that would constitute a violation of any state and/or Federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. If Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity. Violation of this paragraph is a material breach of this Mortgage and constitutes an Event of Default.

2.5 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by Bank, the Mortgagor shall deposit from time to time with Bank sums determined by Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at Bank's request, provides Bank with adequate cash security, in Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by Bank. In addition, Mortgagor hereby agrees to pay any and all excise or documentary stamp taxes (including intangible taxes) plus any penalties or late charges now due and owing or hereinafter assessed in connection with this Mortgage and/or any other loan documents. If Mortgagor shall fail to pay such sums, Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by Bank shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.6 Notices; Notice of Default. The Mortgagor will deliver to Bank, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Mortgagor is in default in the performance or observance of any of the terms hereof or that the Mortgagor or any tenant is in default of any terms of the Leases. The Mortgagor further agrees to deliver to Bank written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to Bank, describing the nature and extent thereof. Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for Bank and immediately pay the same to Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to Bank in amounts not exceeding the Obligations. Bank may apply such amounts to the Obligations in such order as Bank may determine.

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2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to Bank and, at the option of Bank, be applied to the Obligations in such order as Bank may determine; provided, however, that if Bank shall require repair of the Property, Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for Bank and promptly paid to it.

3. Certain Rights of Bank

3.1 Legal Proceedings. Bank shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in Bank's reasonable judgment, might affect the Property or any of the rights created or secured by this Mortgage. Bank shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. Bank shall have the right, at the Mortgagor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as Bank deems necessary or as may be required by applicable law, or its prevailing credit or underwriting policies.

3.3 Financial Statements. Bank shall have the right, at the Mortgagor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to Bank from the Mortgagor or any guarantor of any of the Obligations and the Mortgagor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by Bank.

3.4 Leases and Rent Roll. The Mortgagor shall deliver to Bank (i) during each calendar year and at such other times as Bank shall request a rent roll for the Property, in form acceptable to Bank, listing all tenants and occupants and describing all of the Leases; and (ii) at such times as Bank shall request executed copies of all the Leases.

4. Defaults and Remedies

4.1 Events of Default. "Event of Default" shall mean the occurrence of any one or more of the following events:

- (A) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with Bank;
- (B) failure by the Mortgagor or any guarantor of the Obligations to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage or the Loan Documents;
- (C) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;
- (D) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to Bank;
- (E) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party;
- (F) any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Mortgage or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by Bank to have been false or misleading in any material respect when made;
- (G) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the division, merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (H) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;
- (I) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the *Bankruptcy Code* 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (J) the service upon Bank of a writ in which Bank is named as trustee of the Mortgagor or any guarantor of the Obligations;
- (K) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (L) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations;
- (M) the termination or revocation of any guaranty of the Obligations; or
- (N) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that Bank, in

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its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to Bank has been or may be impaired.

4.2 Remedies. On the occurrence of any Event of Default Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (A) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an Event of Default has occurred hereunder;
- (B) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by Bank upon the Property for any reason shall not cause Bank to be a mortgagee in possession, except upon the express written declaration of Bank;
- (C) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Mortgagor appoints Bank as its true and lawful attorney with the power for Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. Bank shall be liable to account only for such Rents actually received by Bank. Lessees under the Leases are hereby authorized and directed, following notice from Bank, to pay all amounts due the Mortgagor under the Leases to Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;
- (D) Foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "Portion"), Bank shall, in its sole and exclusive discretion, be empowered to foreclose upon any such Portion without impairing its right to foreclose subsequently upon any other Portion or the entirety of the Property from time to time thereafter. In addition, Bank may in its discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (E) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given Bank "control" over the Property or cause Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (F) Take such other actions or proceedings as Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the *Uniform Commercial Code* or under other applicable law.

At any time on or after the date on which Bank files a complaint to foreclose this Mortgage, the court in which such complaint is filed may appoint a receiver for the Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Mortgagor and without regard to the value of the Property. Such receiver shall have (i) the power to collect rents, issues and profits (x) during the pendency of the suit, (y) during the full statutory period of redemption (whether there be redemption or not), if any, in the case of a sale and a deficiency, and (z) at any other time when Mortgagor, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits and (ii) all powers which may be necessary or are permissible in such cases in order to protect, possess, control, manage and operate the Property. Mortgagor shall deliver to Bank at any time at its request therefor all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Property and, in the case of foreclosure thereon and failure to redeem, the same shall be delivered to and become the property of the person(s) obtaining a certificate of title to the Property by reason of such foreclosure. In the event that Bank shall enforce any right or remedy under this Mortgage by receiver, entry or otherwise, and such proceeding shall be

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discontinued or abandoned for any reason or shall be determined adverse to Bank, then in every such case the Mortgagor and Bank shall be restored to their prior positions hereunder and all rights, remedies and powers of Bank hereunder, at law and in equity shall be restored and in full force and effect and available to Bank.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

4.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

4.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

4.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

5. Miscellaneous

5.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

5.2 Indemnification Regarding Leases. The Mortgagor hereby agrees to defend, and does hereby indemnify and hold Bank and each of its directors, officers, employees, agents and attorneys and any Bank Affiliate and its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of Bank to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon Bank or any Indemnitee or make them liable for performance of any of the obligations of the Mortgagor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.

5.3 Indemnification Regarding Hazardous Substances. The Mortgagor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Mortgagor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Mortgage and/or the repayment of all debts to Bank including repayment of all Obligations.

5.4 Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Mortgage or the Property or any part thereof or

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therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Mortgagor or other person or entity, then the Mortgagor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by Bank in favor of the Mortgagor.

- 5.5 Walvers.** The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "*Bank's Rights and Remedies*") hereunder shall constitute a waiver thereof; and no waiver by Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of Bank's Rights and Remedies under any such other agreement or transaction) but all Bank's Rights and Remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Bank at such time or times and in such order of preference as Bank in its sole discretion may determine.
- 5.6 Joint and Several.** If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "*Mortgagor*" shall include each as well as all of them.
- 5.7 Severability.** If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 5.8 Complete Agreement.** This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersede all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.
- 5.9 Binding Effect of Agreement.** This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of Bank; and Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.
- 5.10 Notices.** Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.
- 5.11 Governing Law.** This Mortgage shall be governed by federal law applicable to Bank and, to the extent not preempted by federal law, the laws of the State of Florida without giving effect to the conflicts of laws principles thereof.
- 5.12 Reproductions.** This Mortgage and all documents which have been or may be hereinafter furnished by the Mortgagor to Bank may be reproduced by Bank by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).
- 5.13 Bank Affiliates.** The term "*Bank Affiliate*" as used in this Mortgage shall mean any Affiliate of Bank or any lender acting as a participant under any loan arrangement between Bank and the Mortgagors. The term "*Affiliate*" shall mean with respect to any person, (a) any person which, directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person, or (b) any person who is a director or officer (i) of such person, (ii) of any subsidiary of such person, or (iii) any person described in clause (a) above. For purposes of this definition, control of a person shall mean the power, direct or indirect, (x) to vote 5% or more of the Capital Stock having ordinary voting power for the election of directors (or comparable equivalent) of such person, or (y) to direct or cause the direction of the management and policies of such person whether by contract or otherwise. Control may be by ownership, contract, or otherwise.

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5.14 Jurisdiction and Venue. The Mortgagor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Alabama and any Federal or state court sitting in Florida, over any suit, action or proceeding arising out of or relating to this Mortgage. The Mortgagor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Mortgagor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Mortgagor's address set forth herein or such other address as has been provided in writing to Bank and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Mortgagor.

Signatures

Executed under seal as of April 28, 2021.


Mortgagor

STEVE'S POWERWASHING LLC
a Florida limited liability company



Steven Stambolic Date
President/CEO Seal


Witness Kery Ann Schultz 4/28/2021 Date


Witness Amy Hendershot 4/28/2021 Date


Priscilla G Stambolic Date
CFO Seal


Witness Kery Ann Schultz 4/28/2021 Date


Witness Amy Hendershot 4/28/2021 Date

Acknowledgment

State of Florida

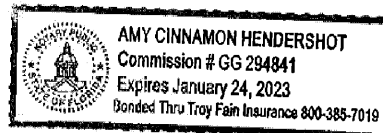
County of ESCAMBIA

This instrument was acknowledged before me by means of physical presence on April 28, 2021
by Steven Stambolic, President/CEO of STEVE'S POWERWASHING LLC, a Florida limited liability
company on behalf of the limited liability company. Such person(s) is/are known to me or has/have produced
_____ as identification.

Notary Public

(Print Name)

My commission expires: _____



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Acknowledgment

State of Florida

County of ESCAMBIA

This instrument was acknowledged before me by means of physical presence on April 28, 2021
by Priscilla G Stambolic, CFO of STEVE'S POWERWASHING LLC, a Florida limited liability company
on behalf of the limited liability company. Such person(s) is/are known to me or has/have produced
_____ as identification.


Notary Public

(Print Name)

My commission expires: _____



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EXHIBIT "A"
Property Description

See Exhibit A

Parcel 1:

Commence at the Northwest corner of Parcel B, Spanish Trail Center, Phase II, as recorded in Plat Book 13, Page 70, of the Public Records of Escambia County, Florida; thence run South 25 degrees 04 minutes 29 seconds West for 152.56 feet to the POINT OF BEGINNING; thence run South 64 degrees 55 minutes 31 seconds East for 175.36 feet to a point on a circular curve concave to the East having a radius of 5,679.58 feet and having a central angle of 0 degrees 32 minutes 17 seconds and being on the Westerly right-of-way line of Spanish Trail (80 feet right-of-way);

thence run Northerly along the arc of said curve and said right-of-way for 54.18 feet; thence leaving said right-of-way run North 64 degrees 55 minutes 31 seconds West for 172.63 feet; thence run South 25 degrees 04 minutes 29 seconds West for 54.12 feet to the Point of Beginning. All lying and being in Section 16, Township 1 South, Range 29 West, Escambia County, Florida.

Parcel 2:

Commence at the Northwest corner of Parcel B, Spanish Trail Center, Phase II, as recorded in Plat Book 13, Page 70, of the Public Records of Escambia County, Florida; thence run South 25 degrees 04 minutes 29 seconds West for 98.44 feet to the POINT OF BEGINNING; thence run South 64 degrees 55 minutes 31 seconds East for 172.63 feet to a point on a circular curve concave to the East having a radius of 5,769.58 feet and having a central angle of 0 degrees 17 minutes 58 seconds and being on the Westerly right-of-way line of Spanish Trail (80 feet right-of-way); thence run Northerly along the arc of said curve and said right-of-way for 30.16 feet; thence leaving said right-of-way run North 64 degrees 55 minutes 31 seconds West for 171.34 feet; thence run South 25 degrees 04 minutes 29 seconds West for 30.13 feet to the POINT OF BEGINNING. All lying and being in Section 16, Township 1 South, Range 29 West, Escambia County, Florida.

Parcel 3:

Lot 3, Spanish Trail Plaza, according to the Plat thereof as recorded in Plat Book 13, Page 87, of the Public Records of Escambia County, Florida.

Parcel 4:

Begin at the Northwest corner of Parcel B, Spanish Trail Center, Phase II, as recorded in Plat Book 13, Page 70, of the Public Records of Escambia County, Florida; thence go South 25 degrees 04 minutes 29 seconds West for a distance of 68.31 feet; thence go South 64 degrees 55 minutes 31 seconds East for a distance of 16.00 feet; thence go North 25 degrees 12 minutes 00 seconds East for a distance of 24.00 feet; thence go South 64 degrees 55 minutes 31 seconds East for a distance of 43.70 feet; thence go South 25 degrees 12 minutes 00 seconds West for a distance of 24.00 feet; thence go South 64 degrees 55 minutes 31 seconds East for a distance of 171.34 feet to a point of a circular curve concave to the East having a radius of 5769.58 feet, said point also being the Westerly right-of-way line of Old Spanish Trail (80 feet right-of-way); thence go Northerly along said curve an arc distance of 68.36 feet, chord bearing North 23 degrees 05 minutes 56 seconds East, chord distance of 68.36 feet to the Northeast corner of said Parcel B, thence go North 64 degrees 55 minutes 31 seconds West along the North line of said Parcel B for a distance of 168.98 feet to the Point of Beginning.

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EXHIBIT "B"

Permitted Encumbrances

None

Recorded in Public Records 10/3/2024 8:22 AM OR Book 9213 Page 838,
Instrument #2024075807, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00



Florida Department of Revenue
WARRANT

STEVE'S POWERWASHING LLC
4301 SPANISH TRL
PENSACOLA, FL 32504-4942

Tax : Sales and Use Tax
Business Partner # : 4940867
Contract Object # : 00018769497
FEIN : XXXXXXXXXX
Warrant # : 1000001015557

Re: Warrant issued under Chapter

212, Florida Statutes

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT Sales and Use Tax TAX(ES).

The taxpayer named above in the County of Escambia, is
indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$	6023.34
PENALTY	\$	1222.79
INTEREST	\$	430.50
TOTAL	\$	7676.63
FEE(S)	\$	20.00
GRAND TOTAL	\$	7696.63

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola,
Escambia County, Florida, this 2nd day of October, 2024.



Jim Zingale, Executive Director
Department of Revenue, State of Florida

This instrument prepared by:

Authorized Agent

Please bill to:

State of Florida, Department of Revenue
PENSACOLA SERVICE CENTER
2205 LA VISTA AVE STE B
Pensacola, FL 32504-8210

DR-78
R. 04/18

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



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

Tax Deed Sales - Redeemed From Sale
Account: 012643365 Certificate Number: 000214 of 2023

Date Of Redemption

Clerk's Check Clerk's Total \$774.00

Postage Tax Deed Court Registry \$740.00

Payor Name

Notes

Submit

Reset

Print Preview

Print Receipt

Commit Redemption ☒