



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

0925-80

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	BURRELL ARVESTER 168 OVERLOOK DR PENSACOLA, FL 32503 168 OVERLOOK DR 02-3705-475 LOT 16 BLK D 1ST ADDN CASCADE HILLS PB 8 P 16 OR 8828 P 1432	Certificate #	2023 / 859
		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)
# 2023/859	06/01/2023	1,728.28	86.41	1,814.69
→Part 2: Total*				1,814.69

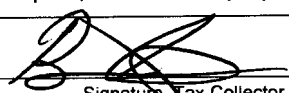
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2024/907	06/01/2024	2,108.18	6.25	144.94	2,259.37
Part 3: Total*					2,259.37

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)	4,074.06
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,978.21
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)	6,427.27

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

Sign here:  Escambia, Florida
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: 2500217

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
02-3705-475	2023/859	06-01-2023	LOT 16 BLK D 1ST ADDN CASCADE HILLS PB 8 P 16 OR 8828 P 1432

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

Parcel ID: 2115302102016004
Account: 023705475
Owners: BURRELL ARVETER
Mail: 168 OVERLOOK DR
PENSACOLA, FL 32503
Situs: 168 OVERLOOK DR 32503
Use Code: SINGLE FAMILY RESID
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2024	\$30,000	\$108,806	\$138,806	\$138,806
2023	\$30,000	\$102,996	\$132,996	\$132,996
2022	\$19,000	\$93,255	\$112,255	\$101,667

[Disclaimer](#)

[Tax Estimator](#)

[Change of Address](#)

[File for Exemption\(s\) Online](#)

[Report Storm Damage](#)

Sales Data Type List:

Sale Date	Book	Page	Value	Type	Multi	Parcel	Records
07/22/2022	8828	1434	\$100	CJ	N		
07/22/2022	8828	1432	\$100	CJ	N		
07/1983	1792	626	\$31,400	WD	N		
02/1980	1417	893	\$9,000	WD	N		
01/1977	1121	41	\$27,500	WD	N		
01/1973	719	609	\$20,900	WD	N		

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller

2024 Certified Roll Exemptions

None

Legal Description

LOT 16 BLK D 1ST ADDN CASCADE HILLS PB 8 P 16 OR 8828
P 1432

Extra Features

None

Parcel Information

[Launch Interactive Map](#)

Section
Map Id:
21-15-30-4

Approx.
Acreage:
0.1996

Zoned:
MDR

Evacuation
& Flood
Information
[Open
Report](#)



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

Buildings

Address: 168 OVERLOOK DR, Improvement Type: SINGLE FAMILY, Year Built: 1972, Effective Year: 1972, PA Building ID#: 54184

OPEN PORCH FIN - 80



4/3/2024 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:05/14/20

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 00859**, 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:

LOT 16 BLK D 1ST ADDN CASCADE HILLS PB 8 P 16 OR 8828 P 1432

SECTION 21, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 023705475 (0925-80)

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

ARVESTER BURRELL

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

Redeemed From Sale



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

Tax Deed Sales - Redeemed From Sale

Account: 023705475 Certificate Number: 000859 of 2023

Date Of
Redemption

6/9/2025



Clerk's Check

1

Clerk's Total

\$774.00

Postage

\$0.00

Tax Deed Court Registry \$740.00

Payor Name

CLEAREDGE TITLE INC
2605 ENTERPRISE ED E STE 270
CLEARWATER FL 33759



Notes



Submit

Reset

Print Preview

Print Receipt

Commit Redemption ☒

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 #: 02-3705-475 CERTIFICATE #: 2023-859

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 #: **02-3705-475**

1. The Grantee(s) of the last deed(s) of record is/are: **ARVESTER BURRELL JR. AKA ARVESTER BURRELL**

By Virtue of Order Determining Homestead recorded 7/25/2022 in OR 8828/1432 together with Death Certificate filed in 2022-CP-1113, and Order of Summary Administration recorded 7/25/2022 in OR 8828/1434 and Quit Claim Deed recorded 6/13/2025 - OR 9331/1150

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 Unlock Partnership Solutions AOI Inc. recorded 6/13/2025 – OR 9331/1154**
 - b. **Judgment in favor of Escambia County recorded 7/21/2008 – OR 6354/958**
 - c. **Judgment in favor of Escambia County recorded 7/29/2008 – OR 6358/1706**
 - d. **Judgment in favor of Escambia County recorded 4/27/2012 – OR 6850/558**
 - e. **Civil Lien in favor of Escambia County Department of Community Corrections recorded 5/3/2012 – OR 6852/997**
 - f. **Civil Lien in favor of Escambia County Department of Community Corrections recorded 5/3/2012 – 6852/1652**
 - g. **Judgment in favor of Jefferson Capital Systems LLC recorded 5/18/2021 – OR 8533/200**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 02-3705-475

Assessed Value: \$138,806.00

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 #: 02-3705-475

CERTIFICATE #: 2023-859

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

ARVESTER BURRELL JR
168 OVERLOOK DR
PENSACOLA, FL 32503

CIRCUIT CRIMINAL DIVISION
PO BOX 333
PENSACOLA, FL 32591-0333

ARVESTER BURRELL III
6423 HAMPTON RD
PENSACOLA, FL 32505

ESCAMBIA COUNTY DEPARTMENT
OF COMMUNITY CORRECTIONS
2251 N PALAFOX ST
PENSACOLA, FL 32501

JEFFERSON CAPITAL SYSTEMS LLC
16 MCLELAND RD
ST CLOUD, MN 56303

ARVESTER BURRELL
6204 CHICAGO AVE
PENSACOLA, FL 32526-1312

UNLOCK PARTNERSHIP SOLUTIONS AOI INC
1230 W WASHINGTON ST SUITE 310
TEMPE, AZ 85288

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 #:02-3705-475

**LEGAL DESCRIPTION
EXHIBIT "A"**

LOT 16 BLK D 1ST ADDN CASCADE HILLS PB 8 P 16 OR 8828 P 1432

SECTION 21, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 02-3705-475(0925-80)

This Document Prepared By:
William E. Curphey
c/o National Deed Network, Inc.
36181 East Lake Road #382
Palm Harbor, FL 34685

After Recording Return To:
Mail Tax Statements To:
Arvester Burrell Jr.
168 Overlook Drive,
Pensacola, FL 32503

Order #: C-FL920876
Parcel ID #: 211S302102016004

QUIT CLAIM DEED

This QUITCLAIM DEED is made this 9 day of JUNE, 2025 by
ARVESTER BURRELL JR., a/k/a ARVESTER BURRELL, single, who acquired title with no marital
status, whose address is 168 Overlook Drive, Pensacola, FL 32503, hereinafter "Grantor," and
ARVESTER BURRELL JR., a single man, whose address is 168 Overlook Drive, Pensacola, FL 32503,
hereinafter "Grantee." Wherever 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.

WITNESSETH, that said Grantor, for in consideration of the sum of one and 00/100 (\$1.00)
DOLLARS, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby
remise, release and quitclaim unto the said Grantee forever, all the right, title, interest, claim and demand
which the Grantor has in and to the following described lot, piece or parcel of land in Escambia County,
State of Florida, to-wit:

SEE COMPLETE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Parcel ID #: 211S302102016004
Property Address: 168 Overlook Drive, Pensacola, FL 32503

TO HAVE AND TO HOLD, the same together with all and singular improvements and
appurtenances thereunto belonging or in anywise appertaining thereto, in fee simple forever.

IN WITNESS WHEREOF, Grantor has hereunto set a hand and seal the day and year first written above.

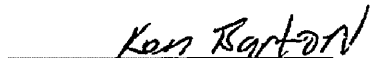
Signed, sealed and delivered in our presence

Witnesses:


Witness
Princess S. Powe

Print Name
1250 Bruner St
Pensacola, FL 3252
Address

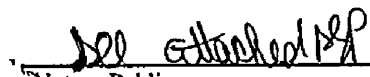

Witness


Print Name
3959 Whitehall Dr
3006, FL 32571
Address

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20__, by ARVESTER BURRELL JR., a/k/a ARVESTER BURRELL, and who is personally known to me or who has produced _____ (type of identification) as identification.

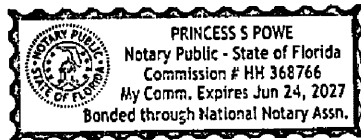

Notary Public
My commission expires:

DISCLAIMER: The preparer makes no representation other than the validity of the form of this instrument. Preparer did not perform a title search on, or a boundary survey of, the property conveyed and makes no representation as to status of the title, property use or zoning regulations. Preparer has offered no legal advice to the Grantor or Grantee on: the type of deed to use, the tenancy created, nor any other legal or tax implication of this conveyance. If Grantor or Grantee want this advice, they should seek independent legal counsel.

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of June, 2025, by Arvester Burrell Jr



(Signature of Notary Public - State of Florida)

Princess S Powe

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known

OR Produced Identification X

Type of Identification Produced FLDX

Description of Attached Document

Title or Type of Document: Quit Claim Deed

Document Date: June 2, 2025 # of Pages: 3

Signer(s) Other Than Named Above: N/A

EXHIBIT "A"

Situated in the County of Escambia, State of Florida.

Lot 16, Block D, Cascade Hills First Addition, being a portion of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 8 at Page 16 of the Public Records of said county.

Parcel ID: 211S302102016004

Commonly known as: 168 Overlook Drive, Pensacola, FL 32503

WHEN RECORDED RETURN TO:

Robert Price
Unlock Partnership Solutions AO1 Inc.
1230 W. Washington Street, Suite 310
Tempe, AZ 85288

Exchange Agreement ID: 57772869220978

(Space Above for Recorder's Use)

C-FL920876

PERFORMANCE MORTGAGE

DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$175.00 AND INTANGIBLE TAX IN THE AMOUNT OF \$100.00, ARE PAID HEREON BASED UPON THE INVESTMENT PAYMENT AMOUNT SET FORTH IN THE RECITALS, PARAGRAPH A, HEREIN

This **PERFORMANCE MORTGAGE**, together with any riders hereto ("**Performance Mortgage**"), is made as of JUNE 2, 2025 ("**Effective Date**"), between ARVESTER BURRELL JR., A SINGLE MAN as Mortgagor ("**Mortgagor**") and UNLOCK PARTNERSHIP SOLUTIONS AO1 INC., a Delaware corporation, and its successors and assignees, as mortgagee ("**Mortgagee**").

RECITALS

A. This Performance Mortgage is given to secure performances and obligations of ARVESTER BURRELL JR., A SINGLE MAN ("**Owner**") in connection with the execution of that certain Forward Sale Option and Exchange Agreement ("**Exchange Agreement**") which is hereby incorporated into this Performance Mortgage as if set forth in full, and entered into by and between Owner and Mortgagee, pursuant to which Owner (a) grants and conveys to Mortgagee the right to receive an undivided percentage interest (the "**Unlock Percentage**") in the future value of Owner's real property and improvements thereon in the County of ESCAMBIA, State of Florida, as more particularly described in Schedule A attached hereto and incorporated herein by this reference, and commonly known as 168 OVERLOOK DRIVE, PENSACOLA, FL 32503 ("**Real Property**"), and (b) agrees that upon the occurrence of certain events under the Exchange Agreement, Mortgagee has the option to convert the Unlock Percentage (the "**Conversion**") to an undivided fee simple ownership interest equal to the Unlock Percentage in and to the Real Property. In exchange for granting and conveying the Unlock Percentage to Mortgagee, Mortgagee paid to Owner a payment amount equal to FIFTY THOUSAND Dollars (\$50,000.00) (the "**Investment Payment**"), subject to the terms and conditions of the Exchange Agreement. Terms not otherwise defined in this Performance Mortgage shall have such meaning as defined in the Exchange Agreement.

B. Mortgagee desires to secure the option and other rights granted to it in the Exchange Agreement and the performance of Obligations (hereinafter defined).

C. This Performance Mortgage is given pursuant to the Exchange Agreement, and fulfillment and performance of the obligations due under the Exchange Agreement and certain other ancillary documents executed by Owner and Unlock, as Mortgagor, and Mortgagee concurrently herewith (which documents, together with this Performance Mortgage are collectively termed the "Transaction Documents") are secured by this Performance Mortgage in accordance with the terms set forth herein.

D. Pursuant to the Exchange Agreement, Owner has made certain covenants and promises to, or for the benefit of, Mortgagee in connection with the Real Property, all as more particularly described, and on the terms and conditions stated in the Exchange Agreement.

E. Execution of this Performance Mortgage is intended, among other things, to give notice, in the form set out in Schedule B attached hereto and incorporated herein by this reference, of (a) the Exchange Agreement, (b) certain rights and responsibilities of Owner to Unlock, and (c) the covenants and promises set forth in the Exchange Agreement that run with the land and will be binding upon any person who acquires Owner's interest in the Real Property so long as the Exchange Agreement has not expired or been terminated.

1. **Grant.** For the purposes stated herein, MORTGAGOR DOES HEREBY IRREVOCABLY mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey and grant a security interest to Mortgagee and its respective successors and assigns, with the right of entry and possession, in the following property, rights, interests and estates now owned, or hereafter acquired by Owner (collectively, the "Property"):

a. **Real Property.** The Real Property together with all improvements, replacements and additions now or hereafter erected on the Real Property and all easements, appurtenances and fixtures now or hereafter a part of the Real Property;

b. **Leases and Rents.** All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of the Real Property, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Owner of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Owner, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Owner or its agents or employees from any and all sources arising from or attributable to the Real Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or

created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Owner and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Owner of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Settlement Payment. As used herein, "Creditors Rights Laws" shall mean any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts or debtors. The assignments of Owner's interests under this clause (b) is a security interest in such interests, including the cash proceeds thereof and checks and deposit accounts related thereto.

c. Insurance Proceeds. All insurance proceeds in respect of the Real Property under any insurance policies covering the Real Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property (collectively, the "Insurance Proceeds");

d. Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Real Property (collectively, the "Awards");

e. Easements and Rights of Way. All easements, rights of way, appurtenances and other rights used in connection with the Real Property or as a means of access thereto;

f. Additional Land. All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Real Property and the development of the Real Property and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Performance Mortgage;

g. Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods) and other property of every kind and nature whatsoever, owned by Mortgagor, or in which Mortgagor has or shall have an interest, or usable in connection with the present or future operation and occupancy of the Real Property and the improvements and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, or usable in connection with the present or future operation and occupancy of the Real Property and the improvements (collectively, the "Personal Property"), and the right, title and interest of Mortgagor in and to any of the Personal Property which may be subject to any security interests, as defined in the Florida Uniform Commercial Code (the "UCC"), superior in lien to the lien of this Performance Mortgage and all proceeds and products of the above; and

h. Other Rights. Any and all other rights of Mortgagor in and to the items set forth in

clauses (a) through (g) above.

CONDITIONS TO GRANT: TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Mortgagee and its successors and assigns, forever, to secure Owner's performance of the Obligations at the time and in the manner provided in the Transaction Documents and this Performance Mortgage;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Owner shall well and truly (a) perform the Obligations as set forth in the Exchange Agreement, this Performance Mortgage and the other Transaction Documents, including Mortgagee's exercise of the Conversion option, or in the alternative, at the election of Owner, payment to Mortgagee of the Settlement Payment at the time and in the manner provided in the Exchange Agreement, this Performance Mortgage and the other Transaction Documents, and (b) abide by and comply with each and every covenant and condition set forth in the Exchange Agreement, this Performance Mortgage and the other Transaction Documents, these presents and the estate hereby granted shall cease, terminate and be void; provided, however, that Owner's obligation to indemnify and hold harmless Mortgagee pursuant to the provisions hereof shall survive any such performance and release.

2. Secured Obligations.

a. Obligations. Mortgagor makes the grant, transfer and assignment set forth in Section 1 for the purpose of securing the following "Obligations":

(1) the obligations of Owner contained herein and in the Exchange Agreement, including, in connection with a Settlement Event, at the option of Mortgagee, executing a Conversion Agreement, or in the alternative, at the election of Owner, making a Settlement Payment in lieu thereof, and all other obligations in the Transaction Documents;

(2) each obligation of Owner contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Exchange Agreement;

(3) any expenditures made by Mortgagee pursuant to, or under, this Performance Mortgage, including, without limitation, any Protective Advances; and

(4) payment of all fees and expenses including, as allowed by applicable law, court and other dispute resolution costs, attorneys' and experts' fees and costs, and fees and disbursements of in-house counsel (collectively "Attorneys' Fees") incurred by Mortgagee in the enforcement and collection of the obligations listed above and the protection of Mortgagee's rights related thereto, whether such fees are incurred in any state, federal or bankruptcy court or otherwise and whether or not litigation or arbitration is commenced. Attorneys' Fees shall include Attorneys' Fees incurred in any state, federal or bankruptcy court, and in any bankruptcy case or insolvency proceeding, of any kind in any way related to this Performance Mortgage, to the interpretation or enforcement of the parties' rights under this Performance Mortgage, or to the Property.

b. Investment Payment. Owner shall not be obligated to repay any part of the Investment Payment; and therefore, such item shall not be included within the Obligations. The foregoing shall not, however, in any way limit the performances to be provided by Owner pursuant to the Exchange Agreement.

3. UCC Security Agreement and Fixture Filing. This Performance Mortgage also is intended to be and shall constitute a "security agreement" within the meaning of the UCC for any items of personal property that constitute fixtures or are specified as part of the Real Property and that under applicable law may be subject to a security interest under the UCC. Mortgagor hereby grants to Mortgagee a security interest in those items to secure Owner's performance of the Obligations.

a. Mortgagor agrees that Mortgagee may file either this Performance Mortgage, or a copy of it, or a UCC-1 Financing Statement in the real estate records or other appropriate index and/or in the Florida Secured Transaction Registry, as a financing statement for any of the items specified above as part of the Property.

b. This Performance Mortgage constitutes a financing statement filed as a fixture filing pursuant to UCC §§ 9502(c) and 9514, and any similar or successor provisions. With respect to said fixture filing (a) debtor is Mortgagor and Mortgagor's name appears in the first paragraph of this Performance Mortgage and Mortgagor's address is the address set forth in the Notice section of this Performance Mortgage, and (b) the secured party is Mortgagee and Mortgagee's name and address appears at the top of the first page of this Performance Mortgage. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor. By executing and delivering this Performance Mortgage, Mortgagor hereby grants to Mortgagee, as security for the Obligations, a security interest in all "fixtures" (as such term is defined in the Uniform Commercial Code) to the full extent that the foregoing may be subject to the Uniform Commercial Code, and by executing and delivering this Performance Mortgage, Owner hereby grants to Mortgagee, as security for the Obligations, a security interest in all "accounts", "deposit accounts", "chattel paper", "equipment", "fixtures", "inventory", "general intangibles" and "goods" (as such terms are defined in the Uniform Commercial Code) to the full extent that the foregoing may be subject to the Uniform Commercial Code.

c. Mortgagee may file such extensions, renewals, amendments and releases as are appropriate to reflect the status of its security interest.

d. Owner shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of such statements, and shall pay all reasonable costs and expenses of any record searches for financing statements that Mortgagee may reasonably require.

e. On any default hereunder, Mortgagee shall have the remedies of a secured party under the UCC and may also invoke the remedies in Section 7. In exercising any of these remedies, Mortgagee may proceed against the items of Real Property, fixtures or improvements separately or together and in any order whatsoever without in any way affecting the availability of Mortgagee's remedies under the UCC or the remedies in Section 7.

4. **Assignment of Leases and Rents.** Owner hereby absolutely and unconditionally assigns to Mortgagee all of Owner's right, title and interest in and to all current and future Leases and Rents; it being intended by Owner that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Mortgagee shall not receive any such Leases and Rents unless there is an Owner Event Of Default under the Transaction Documents.

a. Owner hereby gives to, and confers upon, Mortgagee the right, power and authority, during the continuance of this Performance Mortgage, to collect the Rents, reserving unto Owner the right, prior to any default by Owner in performance of the Obligations secured hereby or in performance of any agreement hereunder, to collect and retain such Rents, as they become due and payable.

b. Upon any such default, Mortgagee may with reasonable notice, either in person, by agent, or by appointment of a receiver, and without regard to the adequacy of any security for the Obligations secured hereby, enter upon and take possession of the Property or any part of it, and may in its own name sue for or otherwise collect such Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including Attorneys' Fees to the Obligations secured hereby, and in such order as Mortgagee may determine. Mortgagee's rights under this clause (b) include its rights to appoint a receiver under all applicable laws, as in effect from time to time.

c. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application of such rents, issues and profits pursuant to this Performance Mortgage, shall not cure or waive any default or notice of default under this Performance Mortgage or invalidate any act done pursuant to such notice.

d. Nothing in this section shall permit Owner to lease or rent the Property in contravention of any provision of the Exchange Agreement; nor shall anything in this section modify any provision in the Exchange Agreement relating to the use, lease or occupancy of the Property.

e. The assignment of rents contained in this Performance Mortgage is intended to and does constitute an assignment of rents as contemplated in Florida Statutes Section 697.07. If a default then exists, Mortgagee shall be entitled to the remedies provided in said Section 697.07, in addition to all rights and remedies, whether procedural or substantive, in effect at the time of execution or enforcement of this Performance Mortgage.

5. **Covenants, Representations and Warranties of Owner.** Owner hereby agrees as follows:

a. Owner represents and warrants that Owner has good and marketable title to the Property and has the right to grant and convey the Property.

b. Owner will observe and perform all of the covenants and agreements under the Transaction Documents.

c. To appear in and defend any action or proceeding purporting to affect the security of this Performance Mortgage or the rights or powers of Mortgagee; and to pay all costs and expenses of Mortgagee

(including cost of evidence of title and Attorneys' Fees) incurred: (i) in any state, federal or bankruptcy court, in any action or proceeding in which Mortgagee may appear, and in any suit brought by Mortgagee to foreclose this Performance Mortgage or to collect the Obligations or to protect Mortgagee's rights under this Performance Mortgage; and/or (ii) in connection with the enforcement of any provisions of this Performance Mortgage or in connection with foreclosure upon the collateral granted under this Performance Mortgage (whether or not suit is filed).

d. To pay all taxes and assessments affecting the Property when due; and all encumbrances, charges and liens, with interest, if any, on the Property (or any part of the Property), which are prior or could obtain priority to the lien or to the rights granted under this Performance Mortgage, and all costs, fees and expenses of this Performance Mortgage, as prescribed under Section 11.3 of the Exchange Agreement.

(1) If Owner fails to do any act as provided in this Performance Mortgage, Mortgagee may (but shall not be obligated to) make the payment or do the act in the required manner and to the extent deemed necessary by Mortgagee to protect the security for this Performance Mortgage, which payments and related expenses (including Attorneys' Fees) shall also be secured by this Performance Mortgage.

(2) Such performance by Mortgagee shall not require notice to, or demand on, Owner and shall not release Owner from any obligation under this Performance Mortgage.

(3) Mortgagee shall have the following related rights and powers: (A) to enter upon the Property for the foregoing purposes, (B) to appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Mortgagee under this Performance Mortgage, (C) to pay, purchase, contest or compromise any encumbrance, charge, or lien that in the judgment of Mortgagee appears to be prior or superior to this Performance Mortgage, and (D) to employ counsel, and to pay such counsel necessary expenses and costs, including Attorneys' Fees.

e. To pay or reimburse immediately upon demand all sums expended by Mortgagee pursuant to this Performance Mortgage, including any unpaid Administrative Fees or unreimbursed Protective Advances, as set forth in the Exchange Agreement, subject to applicable law.

f. To not materially destroy, damage or impair the Property, allow the Property to materially deteriorate or commit waste on the Property. Owner shall also comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon and shall not permit any act upon the Property in violation of the law.

g. Not to initiate, join in, acquiesce in, or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Property or any part thereof.

h. On demand, to fully cooperate with Mortgagee in filing and recording this Performance Mortgage and any of the other Transaction Documents creating a lien or security interest or evidencing the lien hereof, including without limitation any financing statements, upon the Property and other collateral and each instrument of further assurance to be filed, registered or recorded in such manner and in such

places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Mortgagee in, the Property. Owner will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Transaction Documents, and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Transaction Documents or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

i. At the cost of Owner, and without expense to Mortgagee, to do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Mortgagee the Property and rights hereby deeded, mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Mortgagor may be or may hereafter become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Performance Mortgage or for filing, registering or recording this Performance Mortgage, or for complying with all legal requirements. Mortgagor, on demand, will execute and deliver and hereby authorizes Mortgagee to file one or more financing statements or execute in the name of Mortgagor to the extent Mortgagee may lawfully do so, one or more chattel mortgages or other instruments, to evidence more effectively the security interest of Mortgagee in the Property. Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including without limitation such rights and remedies available to Mortgagee pursuant to this clause (i).

6. **Power of Attorney.** Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact (such agency being coupled with an interest). As such attorney-in-fact Mortgagee may, after providing notice to Mortgagor (without the obligation to do so) in Mortgagee's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like documents necessary to create, perfect or preserve any of Mortgagee's security interests and rights in or to any of the Property, and, upon a default under this Performance Mortgage, take any other action required of Mortgagor; provided, however, that Mortgagee as such attorney-in-fact shall be accountable only for such funds as are actually received by Mortgagee.

7. **Default and Foreclosure.** Mortgagee shall give notice to Mortgagor prior to enforcement following Owner's breach of any covenant or agreement in the Transaction Documents. The notice shall specify: (i) the default; (ii) the action required to cure the default; (iii) unless provided for otherwise in the Exchange Agreement, a date, not less than thirty (30) days from the date the notice is given to Mortgagor, by which the default must be cured by Owner; and (iv) that failure to cure the default on or before the date specified in the notice may result in all Obligations secured by this Performance Mortgage becoming due, and any sum owing, payable, and foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of Mortgagor's right to reinstate after enforcement and the right to bring a court action to assert in the foreclosure proceeding

the non-existence of a default or any other defense of Mortgagor to enforcement and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require performance of all Obligations secured hereby and payment in full of any sums due, as secured by this Performance Mortgage without further demand and may foreclose this Performance Mortgage by judicial proceeding and apply any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

Notice provided to Mortgagor under this Performance Mortgage shall be delivered to the address specified in Section 20.

a. Exercise of Mortgagee's remedies under this Performance Mortgage shall be in compliance with applicable law.

b. Any proceeds of any disposition under this Section 7 shall not cure any Event of Default or reinstate any of the obligations secured hereby for purposes of applicable law or otherwise.

c. Mortgagee may exercise its right to foreclose by judicial action pursuant to applicable law and/or seek any other remedy available at law or in equity to the maximum extent permitted by applicable law. Any provision of this Performance Mortgage which is prohibited or unenforceable in any jurisdiction, will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction

8. Late Performance. By accepting performance of any obligation after its due date, Mortgagee does not waive its right either to require prompt performance when due of all other obligations or to declare default for such failure to perform.

9. Release. Upon performance of all Obligations secured by this Performance Mortgage, Mortgagee will release this Performance Mortgage. Mortgagor will pay any recordation costs associated with such release. Mortgagee may charge Mortgagor a fee for releasing this Performance Mortgage, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

10. Reserved.

11. Reserved.

12. Reserved.

13. Successors. This Performance Mortgage applies to, inures to the benefit of, and binds all parties to this Performance Mortgage, their heirs, legatees, devisees, administrators, executors, successors, and assignees. The term "Mortgagee" shall include any successor or assignee of Unlock's rights in the Exchange Agreement and in this Performance Mortgage, whether or not named as Mortgagee in this Performance Mortgage. In this Performance Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

14. **Joint and Several Liability.** If more than one person signs this Performance Mortgage as Mortgagor, the obligations of each signatory shall be joint and several.

15. **Multiple Mortgagors.** If there are multiple Mortgagors:

a. all rights and powers specified for Owner or Mortgagor in this Performance Mortgage must be approved and exercised unanimously by all such multiple Owners or Mortgagors, as applicable;

b. all such multiple Owners or Mortgagors, as applicable shall be jointly and severally liable for all liabilities and obligations specified for Owner or Mortgagors, as applicable under this Performance Mortgage;

c. notice required to be given by, or to, Mortgagor will be deemed adequately given if given by, or to, any of the Mortgagors using the contact information set forth in Section 20; and

d. Mortgagee may treat any notice received from any one Mortgagor as notice from all Mortgagors.

16. **Revocable Trust.** If the Real Property is held in an *inter vivos* Revocable Trust:

a. all trustees of the Revocable Trust and all individuals having the power to revoke the Revocable Trust (referred to herein as "owners of the Revocable Trust") must sign this Performance Mortgage in their respective capacities as trustees and/or owners of the Revocable Trust, and each trustee and owner of the Revocable Trust who signs this Performance Mortgage hereby represents and warrants that: (i) all trustees and owners of the Revocable Trust have been disclosed to Mortgagee; (ii) any and all changes or amendments to the Revocable Trust have been communicated to and shared with Mortgagee; and (iii) the Revocable Trust has not been revoked and remains in full force and effect;

b. any trustee of the Revocable Trust who is also an owner of the Revocable Trust need only sign this Performance Mortgage once for it to be binding on such person both as trustee and as owner of the Revocable Trust;

c. all rights and powers specified for, and all actions required of, Owner in this Performance Mortgage must be approved and exercised unanimously by all trustees of the Revocable Trust;

d. all trustees and all owners of the Revocable Trust shall be jointly and severally liable for all liabilities and obligations specified for Owner under this Performance Mortgage;

e. all representations and warranties by Mortgagor in this Performance Mortgage are made by all trustees of the Revocable Trust on behalf of the Revocable Trust and by all owners of the Revocable Trust;

f. notice required to be given by, or to, any Mortgagor will be deemed adequately given if given by, or to, any of the trustees of the Revocable Trust using the contact information set forth in Section 20; and

g. Mortgagee may treat any notice received from any one trustee of the Revocable Trust as notice from all trustees of the Revocable Trust and from Owner.

As used herein, "Revocable Trust" shall mean a revocable trust, revocable living trust, inter vivos trust, revocable family trust or similar trust established in accordance with the laws of any state.

17. Reserved.

18. Extent of Lien. The lien granted under this Performance Mortgage shall encumber Mortgagor's entire interest in the Property, notwithstanding the fact that the Unlock Share as defined in the Exchange Agreement relates to only a fractional interest in the Property.

19. Miscellaneous.

a. So long as any of the Obligations remain outstanding and undischarged, unless Mortgagee otherwise consents in writing, the fee estate of Owner in the Property or any part thereof (including the estate of Mortgagee after exercising the Conversion option) will not merge, by operation of law or otherwise, with any other estate in the Property or any part of it, but will always remain separate and distinct, notwithstanding the union of the fee estate and such other estate in Mortgagee or in any other Person.

b. Mortgagor agrees, to the full extent that it may lawfully do so, that it will not at any time insist upon or plead or in any way take advantage of any appraisement, valuation, stay, marshalling of assets, extension, redemption or moratorium law now or hereafter in force and effect so as to prevent or hinder the enforcement of the provisions of this Performance Mortgage or the Obligations secured hereby, or any agreement between Mortgagor and Mortgagee or any rights or remedies of Mortgagee. To the extent permitted by applicable law, Mortgagor waives (i) the benefit of all present or future laws providing for any appraisement before sale of any portion of the Property, (ii) all rights of redemption, valuation, appraisement, stay of execution, notice of election to mature or declare due the whole of the Obligations and marshaling in the event of foreclosure of the lien created by this Performance Mortgage, (iii) all rights and remedies which Mortgagor may have or be able to assert by reason of the laws of the State of Florida pertaining to the rights and remedies of sureties, (iv) the right to assert any statute of limitations as a bar to the enforcement of the lien of this Performance Mortgage or to any action brought to enforce any Obligation secured by this Performance Mortgage, and (v) any rights, legal or equitable, to require marshaling of assets or to require foreclosure sales in a particular order, including any requirement under applicable law to require Mortgagee to resort to assets in a particular order or resort to certain assets before others. To the extent permitted by applicable law, Mortgagee shall have the right to determine the order in which any or all (i) of the Property shall be subjected to the remedies provided by this Performance Mortgage, and (ii) portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided by this Performance Mortgage.

c. Notwithstanding Owner's obligations under Section 21.11 (*Indemnification*) of the Exchange Agreement, Owner agrees it will pay or reimburse Mortgagee for all reasonable attorneys' fees, costs and expenses incurred by it in any suit, legal proceeding or dispute of any kind in which it is made a

party or appears as party plaintiff or defendant, affecting the Obligations, this Performance Mortgage or the interest created herein, or the Property or any appeal thereof, including, but not limited to, activities related to enforcement of the remedies of Mortgagee, activities related to protection of Mortgagee's collateral, any foreclosure action, any condemnation action involving the Property or any action to protect the security hereof, any bankruptcy or other insolvency proceeding commenced by or against Owner, and any such amounts paid or incurred by the Mortgagee shall be added to the Obligations and shall be secured by this Performance Mortgage. The agreements of this clause shall expressly survive in perpetuity satisfaction of this Performance Mortgage and performance of the secured Obligations, any release, reconveyance, discharge or foreclosure of this Performance Mortgage, conveyance by deed in lieu of foreclosure, sale, and any subsequent transfer by Mortgagee's conveyance of the Property.

d. To the extent permitted by law, Mortgagor hereby waives the provisions of any law prohibiting Mortgagee from making an election under any Transaction Document as to the application of proceeds.

e. Mortgagee may collect a fee not to exceed the maximum amount permitted by applicable law for furnishing the statement of obligation as provided by applicable law.

f. In furtherance of Mortgagee's rights under the Exchange Agreement to inspect the Property, Mortgagee may: (i) obtain a court order to enforce Mortgagee's right to enter and inspect the Property in accordance with applicable law (including as to the costs relating thereto), and (ii) have a receiver appointed to enforce Mortgagee's rights to enter and inspect the Property for Hazardous Substances.

g. References in this Performance Mortgage to any statute or statutory provisions (including, without limitation, the UCC or applicable law) shall be deemed to be a reference to such statute or statutory provisions as amended or recodified from time to time.

h. Capitalized terms used in this Performance Mortgage shall have the meanings specified herein, or if not defined herein, in the Exchange Agreement. Except as expressly set out in this Performance Mortgage, if there is any conflict between the provisions of this Performance Mortgage and the provisions of the Exchange Agreement, the provisions of the Exchange Agreement shall control. In this Performance Mortgage, references to a Section or a Schedule shall be to a section or schedule of this Performance Mortgage unless otherwise stated.

20. **Notices.** All notices or other written communications hereunder shall be delivered in accordance with the applicable terms and conditions of the Exchange Agreement. Notices shall be sent to the address of the other party listed below as follows, unless a party has been notified by the other party in writing of a substitute address:

MORTGAGEE: Unlock Partnership Solutions AO1 Inc. 1230 W. Washington Street, Suite 310 Tempe, AZ 85288 Personal or Overnight Delivery Unlock Partnership Solutions AO1 Inc. 1230 W. Washington Street, Suite 310 Tempe, AZ 85288 Email: support@unlock.com	MORTGAGOR: Arvester Burrell Jr. 168 Overlook Drive Pensacola, FL 32503
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21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law (as defined herein) and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute or otherwise trigger an Environmental Cleanup.

Owner shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Owner shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Owner shall promptly give Mortgagee written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Owner has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Owner learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Owner shall promptly take all necessary remedial

actions in accordance with Environmental Law. Nothing herein shall create any obligation on Mortgagee for an Environmental Cleanup.

22. **Savings Clause.** This Performance Mortgage is subject to the express condition that at no time shall Owner be obliged or required to pay the Settlement Payment if such payment subjects Mortgagee to either civil or criminal liability as a result of being in excess of the Maximum Legal Rate (as defined below). If, by the terms of this Performance Mortgage or the other Transaction Documents, Owner is at any time required or obliged to pay the Settlement Payment due hereunder which was calculated pursuant to the Exchange Agreement using amounts in excess of the Maximum Legal Rate, the Settlement Payment shall be deemed to be immediately reduced to be calculated taking into account Maximum Legal Rate. In this Section 22, "Maximum Legal Rate" shall mean the maximum non-usurious rate of return, if any, that at any time or from time to time may be contracted for, taken, reserved, charged or received in connection with the Settlement Payment and as provided for in the Transaction Documents, under the laws of such State or States whose laws are held by any court of competent jurisdiction to govern the provisions relating to the Transaction Documents and/or Settlement Payment.

23. **Reinstatement Pursuant to Applicable Law.** If Owner meets certain conditions, Mortgagor shall have the right to have enforcement of this Performance Mortgage discontinued at any time before the earliest of: (a) five (5) days before sale of the Property pursuant to any power of sale contained in this Performance Mortgage; (b) such other period as applicable law might specify for the termination of Owner's right to reinstate; or (c) entry of a judgment enforcing this Performance Mortgage. Those conditions are that Owner: (i) cures any default under the Transaction Documents; (ii) reimburses Mortgagee for all Unpaid Owner Obligations and expenses incurred in enforcing this Performance Mortgage, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees; and (iii) takes such action as Mortgagee may reasonably require to assure that Mortgagee's interest in the Property and rights under this Performance Mortgage, and Owner's Obligations secured by this Performance Mortgage, shall continue unchanged.

24. **Arbitration.**

a. In the event of any inconsistencies between the terms and conditions of the Transaction Documents (or any of them) and the terms and conditions of this Section 24, this Section 24 shall control and be binding. Any dispute arising from or related to this Performance Mortgage, including but not limited to foreclosure of this Performance Mortgage, may be resolved by arbitration, litigation, or a combination of arbitration and litigation, all at Mortgagee's sole and absolute discretion.

b. IN THE EVENT MORTGAGEE HAS SELECTED ARBITRATION AND SUBJECT TO APPLICABLE LAW, MORTGAGOR AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH MORTGAGEE (INCLUDING ANY AFFILIATE, EMPLOYEE, OFFICER, DIRECTOR OF MORTGAGEE IN THEIR CAPACITY AS SUCH OR OTHERWISE) ARISING OUT OF, RELATING TO, OR RESULTING FROM THE EXCHANGE AGREEMENT OR THE PROPERTY, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES OF JAMS, THE RESOLUTION EXPERTS (THE "RULES"), AND BECAUSE THE EXCHANGE AGREEMENT SUBSTANTIALLY AFFECTS INTERSTATE COMMERCE, THE PARTIES AGREE

THE EXCHANGE AGREEMENT, INCLUDING ITS ENFORCEMENT, IS TO BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 ET SEQ.

c. Procedure. MORTGAGOR AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS, AND THAT A SINGLE NEUTRAL ARBITRATOR WILL BE SELECTED IN A MANNER CONSISTENT WITH JAMS' COMPREHENSIVE ARBITRATION RULES AND PROCEDURES AND JAMS POLICY ON MINIMUM STANDARDS OF PROCEDURAL FAIRNESS FOR CONSUMER ARBITRATIONS. MORTGAGOR HAS ACCEPTED JAMS RULES AND USE OF JAMS. MORTGAGOR ALSO AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES, INCLUDING ATTORNEYS' FEES AND COSTS, AVAILABLE UNDER APPLICABLE LAW, EXCEPT AS OTHERWISE SET FORTH IN THIS PERFORMANCE MORTGAGE OR IN THE EXCHANGE AGREEMENT. MORTGAGOR UNDERSTANDS THAT MORTGAGEE WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT MORTGAGOR SHALL PAY THE FIRST \$250.00 OF ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION MORTGAGOR INITIATES. MORTGAGOR AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN A MANNER CONSISTENT WITH THE RULES AND THAT TO THE EXTENT THAT THE APPLICABLE JAMS' ARBITRATION RULES CONFLICT WITH THE RULES, THE RULES SHALL TAKE PRECEDENCE. MORTGAGOR AGREES THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING AND PROVIDE A CONCISE WRITTEN STATEMENT OF THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE AWARD IS BASED. THE ARBITRATION SHALL BE CONDUCTED IN THE U.S. STATE WHERE THE REAL PROPERTY IS LOCATED.

d. Remedy. EXCEPT AS PROVIDED BY THE RULES AND THE EXCHANGE AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE AND ONLY PROCESS FOR ANY DISPUTE BETWEEN MORTGAGOR AND MORTGAGEE. REMEDIES THAT WOULD OTHERWISE BE AVAILABLE TO MORTGAGOR UNDER APPLICABLE FEDERAL, STATE OR LOCAL LAWS SHALL REMAIN AVAILABLE UNDER ARBITRATION, EXCEPT THAT THE ARBITRATOR WILL HAVE NO AUTHORITY TO AWARD PUNITIVE DAMAGES OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE RULES, THIS PERFORMANCE MORTGAGE AND THE EXCHANGE AGREEMENT, NEITHER MORTGAGOR NOR MORTGAGEE WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, MORTGAGEE SHALL BE PERMITTED TO SEEK SUCH COURT ORDERS AS ARE NEEDED TO FORECLOSE THIS PERFORMANCE MORTGAGE INCLUDING BUT NOT LIMITED TO ORDERS SETTING A FORECLOSURE SALE AND ENTERING ORDERS POST FORECLOSURE INCLUDING WRITS OF POSSESSION.

e. Availability of Injunctive Relief. BOTH PARTIES AGREE THAT ANY PARTY MAY PETITION A COURT FOR INJUNCTIVE RELIEF AS PERMITTED BY THE RULES INCLUDING, BUT NOT LIMITED TO, IF MORTGAGEE ALLEGES OR CLAIMS A BREACH OF THE EXCHANGE AGREEMENT WHERE THE VALUE OF THE PROPERTY OR THE SETTLEMENT PAYMENT (AS

DEFINED IN THE EXCHANGE AGREEMENT) IS AT A RISK OF MATERIAL LOSS. BOTH PARTIES UNDERSTAND THAT ANY SUCH BREACH OR THREATENED BREACH OF THE EXCHANGE AGREEMENT WILL CAUSE IRREPARABLE INJURY AND THAT MONEY DAMAGES WILL NOT PROVIDE AN ADEQUATE REMEDY THEREFOR AND BOTH PARTIES HEREBY CONSENT TO THE ISSUANCE OF AN INJUNCTION. IN THE EVENT EITHER PARTY SEEKS INJUNCTIVE RELIEF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER REASONABLE COSTS AND ATTORNEYS' FEES.

f. Small Claims Court. NOTWITHSTANDING THE ARBITRATION AGREEMENT ABOVE, BOTH PARTIES AGREE THAT ANY PARTY MAY SEEK REMEDIES IN SMALL CLAIMS COURT FOR DISPUTES OR CLAIMS WITHIN THE SCOPE OF SUCH COURT'S JURISDICTION PROVIDED THE COURT'S REQUIREMENTS ARE SATISFIED.

g. Class Action Waiver. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER MORTGAGOR NOR MORTGAGEE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

h. Exchange Agreement. Notwithstanding clause (a) above, if any controversy, claim or dispute with Mortgagee under or in connection with the Exchange Agreement is subject to arbitration in Florida, is otherwise subject to the laws of Florida and/or if any provision of Section 20 (Arbitration) of the Exchange Agreement is not enforceable under the laws of Florida then Section 20 (Arbitration) of the Exchange Agreement will be deemed to be replaced by this Section 24.

25. Applicable Law. Except as provided in section 24 regarding arbitration, and any bankruptcy issues, if applicable, this Performance Mortgage will be governed by the law of the state in which the Property is located.

26. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Performance Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Performance Mortgage invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable laws.

27. State-Specific Provisions.

a. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 27 and the other terms and conditions of this Performance Mortgage, the terms and conditions of this Section 27 shall control and be binding.

b. Attorneys' Fees. Whenever attorneys' fees are provided to be paid, the term shall include any and all attorneys' fees, attorney's accountant fees, paralegal and law clerk (and similar person's) fees, including but not limited to, fees at the pretrial, trial and appellate levels, and in collection proceedings, incurred or paid by Mortgagee in protecting its interest in the collateral and enforcing its rights hereunder.

c. Mortgage and/or Intangible Tax. Owner agrees to pay all documentary stamp tax and intangible tax that is now due, or that may hereafter be determined to be due, on this Performance Mortgage or the Exchange Agreement. Owner hereby agrees to defend, indemnify, and hold Mortgagee harmless from and against any and all liability for documentary stamp taxes and intangible taxes (together with all interest, penalties, costs, and attorneys' fees incurred in connection therewith) that at any time may be levied, assessed, or imposed by the State of Florida or any other governmental entity or agency upon this Security Instrument, the Note or any of the other Transaction documents, or any amendment, extension, or renewal of any of the foregoing, or upon Unlock by virtue of owning or holding any of the foregoing instruments or documents, all of which shall be secured by the lien and security interest of the Transaction Documents (as from time to time amended). The provisions of this Section shall survive the repayment of the Secured Obligations and the satisfaction of this Security Instrument and the other Transaction Documents for so long as any claim may be asserted by the State of Florida or any such other governmental entity or agency.

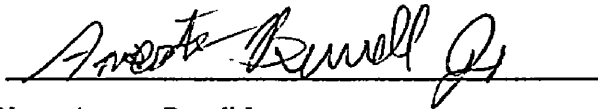
d. WAIVER OF JURY TRIAL. Mortgagor hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Performance Mortgage or the Transaction Documents.

[Signatures on Following Page]

READ THIS DOCUMENT CAREFULLY. ALL PRIOR ORAL, ELECTRONIC AND WRITTEN COMMUNICATIONS AND AGREEMENTS FROM OR WITH MORTGAGEE, INCLUDING ALL CORRESPONDENCE, OFFER LETTERS, PRINTED MATERIALS, AND DISCLOSURES, ARE MERGED INTO AND SUPERSEDED AND REPLACED BY THIS PERFORMANCE MORTGAGE, THE EXCHANGE AGREEMENT AND TRANSACTION DOCUMENTS, AND THE OTHER WRITTEN AGREEMENTS MADE BY AND BETWEEN OWNER AND MORTGAGEE AS OF THE EFFECTIVE DATE.

IN WITNESS WHEREOF, each of the undersigned has executed this Performance Mortgage as of the date set forth above.

MORTGAGOR AND OWNER:

A handwritten signature in black ink, appearing to read "Arvester Burrell Jr.", is written over a horizontal line.

Name: Arvester Burrell Jr.

Date: 6-2-2025

ACKNOWLEDGMENT

STATE OF Florida

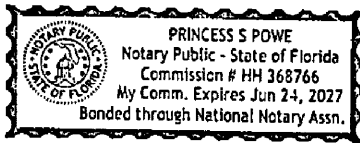
:

: ss.

COUNTY OF Escambia

:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization on this 2nd day of June, 2025 by Arvester Burrell Jr., who is personally known to me or has produced a FL DL as identification.



Notary public

Print Name:

My Commission Expires:


Princess S. Powe

June 24, 2027

SCHEDULE A
LEGAL DESCRIPTION

Situated in the County of Escambia, State of Florida.

Lot 16, Block D, Cascade Hills First Addition, being a portion of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 8 at Page 16 of the Public Records of said county.

APN: 211S302102016004

SCHEDULE B

Notice of certain matters agreed in relation to the Real Property in the Exchange Agreement

1. The term of the Exchange Agreement shall commence on its Effective Date and shall expire on **June 1, 2035 at 11:59:59PM EDT**.
2. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Real Property is and shall be conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained in the Exchange Agreement and this Schedule B to the Performance Deed of Trust ("**Schedule B**"), whether or not such person or entity expressly assumes such obligations or whether or not any reference to the Exchange Agreement or this Schedule B is contained in the instrument conveying such interest in the Real Property to such person or entity.
3. The Exchange Agreement covenants are deemed to be covenants running with the land, and include, without limitation, requirements that Owner:
 - (a) not transfer the Real Property without giving prior written notice to Beneficiary and comply with specific sale procedures set forth in the Exchange Agreement;
 - (b) maintain insurance on the Real Property against certain hazards and risks;
 - (c) not incur additional debt to third parties secured by liens on the Real Property except as specified in the Exchange Agreement;
 - (d) pay all taxes and assessments accruing on the Real Property;
 - (e) occupy the Real Property in accordance with the Exchange Agreement and not use the Real Property for commercial or other non-residential purposes;
 - (f) keep the Real Property free of liens which are senior to or could impair Beneficiary's lien and not approved by Beneficiary; and
 - (g) protect and maintain the Real Property as required in the Exchange Agreement and ensure that use of the Real Property complies with all applicable state, federal and local laws and regulations.
4. The purpose of this Schedule B is to give notice of the existence of Beneficiary's rights under the Exchange Agreement. If there is an inconsistency between the terms of this Schedule B and the Exchange Agreement, the provisions of the Exchange Agreement shall control.
5. This Schedule B shall remain in full force and effect until released by a written termination or quitclaim deed executed and notarized by Beneficiary and recorded in the real property records for the county where the Real Property is located, or until extinguished by operation of law.
6. Capitalized terms used in this Schedule B shall have the meaning specified in this Schedule B (including the Performance Deed of Trust) or if not defined in this Schedule B shall have the meaning specified in the Exchange Agreement.

Recorded in Public Records 07/21/2008 at 09:47 AM OR Book 6354 Page 958,
Instrument #2008054451, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT OF
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

2008 JUL 15 A 11:50 CASE NO: 2006 CF 004630 A
DIVISION: N

vs

ARVESTOR III BURRELL
6423 HAMPTON ROAD
PENSACOLA FL 32505

B/M DOB: 09/20/1986

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 15th day of July, 2008.

cc: Defendant

Case: 2006 CF 004630 A



00031970708

Dkt: CF361 Pg#:

Case C. [Signature]
Judge

Recorded in Public Records 07/29/2008 at 03:07 PM OR Book 6358 Page 1706,
Instrument #2008057329, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

vs.

CASE NO.: 2006 CF 004630 A
DIVISION: N

DEFENDANT: ARVESTOR III BURRELL
6423 HAMPTON ROAD
PENSACOLA, FL 32505

DATE OF BIRTH: 09/20/1986

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2008 JUL 22 1 P 3:28
CIRCUIT CRIMINAL
FILED & RECORDED

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On JANUARY 17, 2007, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

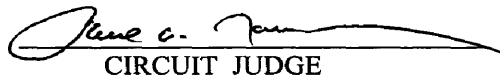
IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$ 543.00, the amount of which shall bear interest at the rate prescribed by law (11%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.


FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County,

Florida, this 22nd day of July, 2008.


CIRCUIT JUDGE

cc: ASSISTANT STATE ATTORNEY
cc: DEFENDANT

Case: 2006 CF 004630 A

00003055977
Dkt: CF618 Pg#:

Recorded in Public Records 04/27/2012 at 12:29 PM OR Book 6850 Page 558,
Instrument #2012033110, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

Case: 2011 MM 020634 A



00073236465

Dkt: CERTLIEN Pg#:

STATE OF FLORIDA

VS

CASE NO: 2011 MM 020634 A

DIVISION: II

DATE OF BIRTH: 09/20/1986

SOCIAL SECURITY NBR: [REDACTED]

DEFENDANT: ARVESTER BURRELL III
6423 HAMPTON RD
PENSACOLA FL 32505

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On February 2, 2011, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$150.00, which includes outstanding public defender fees/liens the amounts of which shall bear interest at the rate prescribed by law (4.75%) until satisfied.

It is further **ORDERED AND ADJUDGED** that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this 24 day of April, 2012

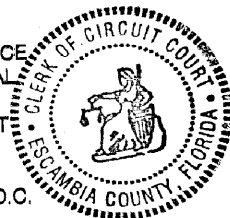
COUNTY JUDGE

Copy to: DEFENDANT

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA

BY:

D.C.



ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2012 APR 24 P 2:49
COUNTY CRIMINAL DIVISION
FILED & RECORDED

MMFNLCHRG (11/2011)

Recorded in Public Records 05/03/2012 at 08:35 AM OR Book 6852 Page 997,
Instrument #2012034417, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO: 2011 MM 020634 A

DIVISION: TWO

Arvester Burrell III

Defendant

CIVIL LIEN

Case: 2011 MM 020634 A



00073834981

Dkt: CERTLIEN Pg#:

THIS CAUSE came before the Court on **April 19, 2012**.

Upon the evidence presented, the Court assessed **\$460.00** for cost of supervision. Therefore, the Court determines that **\$460.00** is due to **Department of Community Corrections**. Accordingly, pursuant to the provisions of §938.30, Florida Statutes, it is,

ORDERED AND ADJUDGED that the above-named Defendant shall pay cost of supervision arrears to the **Department of Community Corrections**, in the amount of **\$460.00** which shall accrue interest at the rate of four and seventy-five (4.75%) per annum.

ORDERED FURTHER that nothing in this Civil Lien will bar any subsequent civil remedy or recovery, but the amount paid under this order shall be a set-off against any subsequent independent civil recovery. Any default in payment of the amount due hereunder may be collected by any means authorized by law for the enforcement of a civil judgment, for which let execution issue.

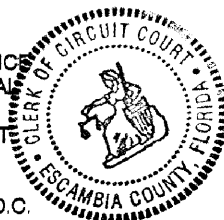
DONE AND ORDERED in Chambers, at Pensacola, Escambia County, Florida,the 26 day of April 2012.

Judge Darlene F. Dickey

cc: Community Corrections

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE.
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA

BY: D.C.



ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2012 APR 21 P 2:32
COUNTY CRIMINAL DIVISION
FILED & RECORDED

Recorded in Public Records 05/03/2012 at 01:10 PM OR Book 6852 Page 1652,
Instrument #2012034707, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO: 2011 MM 020634 A

DIVISION: TWO

Arvester Burrell III

Defendant

CIVIL LIEN

THIS CAUSE came before the Court on **April 19, 2012**.

Upon the evidence presented, the Court assessed **\$460.00** for cost of supervision. Therefore, the Court determines that **\$460.00** is due to **Department of Community Corrections**. Accordingly, pursuant to the provisions of §938.30, Florida Statutes, it is,


ORDERED AND ADJUDGED that the above-named Defendant shall pay cost of supervision arrears to the **Department of Community Corrections**, in the amount of **\$460.00** which shall accrue interest at the rate of four and seventy-five (4.75%) per annum.

ORDERED FURTHER that nothing in this Civil Lien will bar any subsequent civil remedy or recovery, but the amount paid under this order shall be a set-off against any subsequent independent civil recovery. Any default in payment of the amount due hereunder may be collected by any means authorized by law for the enforcement of a civil judgment, for which let execution issue.

DONE AND ORDERED in Chambers, at Pensacola, Escambia County, Florida,
the 26 day of April 2012.


Judge Darlene F. Dickey

cc: Community Corrections
5/1/12

Case: 2011 MM 020634 A

00074850658
Dkt: CLDOCC Pg#:

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2012 APR 21 P 2:32
COUNTY CRIMINAL DIVISION
FILED & RECORDED

Recorded in Public Records 9/7/2021 9:04 AM OR Book 8611 Page 1460,
Instrument #2021098031, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

Recorded in Public Records 5/18/2021 12:43 PM OR Book 8533 Page 200,
Instrument #2021054534, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 126897517 E-Filed 05/17/2021 09:09:21 AM

IN THE COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL DIVISION

JEFFERSON CAPITAL SYSTEMS, LLC
Plaintiff,

CASE NUMBER: 2020 CC 001523

vs.

JUDGE: DICKSON, BARRY EARL JR

ARVESTER BURRELL
Defendant(s).

Our File #3827731

FINAL JUDGMENT AGAINST
ARVESTER BURRELL

This action came before the Court after entry of Default Judgment against Defendant(s) and

IT IS ORDERED AND ADJUDGED that the Plaintiff, JEFFERSON CAPITAL SYSTEMS, LLC, 16
MCLELAND ROAD, ST CLOUD MN 56303, shall recover from the Defendant(s), ARVESTER BURRELL, 6204
CHICAGO AVE, PENSACOLA FL 32526-1312, ***.*** the following judgment:

Principal	\$13,090.34
Court Costs/Process Server Fee	\$378.50
Subtotal	\$13,468.84
Interest Owed	\$0.00
Total:	\$13,468.84

Which judgment shall bear interest at the legal rate of 4.31%.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant(s) shall complete under oath Florida
Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments and return it to the
Plaintiff's attorney within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or
post-judgment discovery is stayed. Jurisdiction of this case is retained to enter further orders that are proper to
compel Defendant(s) to complete Form 1.977, including all required attachments, and return it to the Plaintiff's
attorney.

ORDERED in chambers in ESCAMBIA COUNTY, Pensacola, Florida.

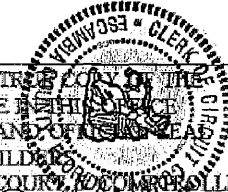
Barry E. Dickson

eSigned by COUNTY COURT JUDGE BARRY EARL DICKSON JR. in 2020 CC 001523
on 06/15/2021 14:27:22 CDT/SignW
Honorable Barry E. Dickson, Jr., County Judge

Conformed copies to:

Jessica J. Fagen
Sarah C. Daley
Michelle Quiles
Matthew Fornaro
Arantxa S. Diaz-Caballero
Stephanie D. Simmonds
Adam Jacobson
Iasia B. Ward
RAUSCH STORM
100 Second Avenue South, Suite 306S
Saint Petersburg, FL 33701

ARVESTER BURRELL
6204 CHICAGO AVE
PENSACOLA FL 32526-1312

	
CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THE OFFICE OF THE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS CLERK OF THE CIRCUIT COURT, ESCAMBIA COUNTY, FLORIDA	
BY: <i>Sharon Lucas</i>	D.C.
DATE: <i>8/12/2021</i>	