



# 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

0216.07

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 28, 2025
Property description	BUTTS HURST A 50% INT BUTTS EVAN G 50% INT 1060 HARBORVIEW CIRCLE PENSACOLA, FL 32507 2111 BOVARY CT 03-2497-000 LT 9 SILVERWOOD PB 5 P 61 OR 8644 P 47	Certificate #	2023 / 1261
		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)
# 2023/1261	06/01/2023	2,394.08	119.70	2,513.78
<b>→Part 2: Total*</b>				<b>2,513.78</b>

## 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)
# 2024/1336	06/01/2024	2,607.70	6.25	167.33	2,781.28
<b>Part 3: Total*</b>					<b>2,781.28</b>

## 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)	5,295.06
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	2,506.40
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. <b>Total Paid (Lines 1-6)</b>	<b>8,176.46</b>

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: <u>Candice dees</u> Signature, Tax Collector or Designee	Escambia, Florida Date <u>April 30th, 2025</u>
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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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Signature, Clerk of Court or Designee	
Date of sale <u>02/04/2026</u>	

**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: 2500541

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239,  
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
03-2497-000	2023/1261	06-01-2023	LT 9 SILVERWOOD PB 5 P 61 OR 8644 P 47

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  
ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239

04-28-2025  
Application Date

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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:	311S301100000009
Account:	032497000
Owners:	BUTTS HURST A 50% INT BUTTS EVAN G 50% INT
Mail:	1060 HARBORVIEW CIRCLE PENSACOLA, FL 32507
Situs:	2111 BOVARY CT 32504
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2024	\$30,000	\$112,185	\$142,185	\$142,185
2023	\$30,000	\$106,195	\$136,195	\$135,584
2022	\$28,500	\$94,759	\$123,259	\$123,259

[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
10/20/2021	8644	51	\$100	CJ	N		
10/20/2021	8644	47	\$100	CJ	N		
06/04/2019	8106	799	\$100	OT	N		
06/2007	6155	973	\$100	QC	N		
01/2001	4657	1109	\$69,500	WD	N		
01/1977	1083	851	\$25,800	WD	N		
01/1974	858	482	\$20,700	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
LT 9 SILVERWOOD PB 5 P 61 OR 8644 P 47
Extra Features
METAL BUILDING

[Parcel Information](#)
[Launch Interactive Map](#)

Section  
Map Id:  
31-1S-30-1



Approx.  
Acreage:  
0.2444

Zoned:  
R-1AAA

Evacuation  
& Flood  
Information  
[Open](#)  
[Report](#)

90

85

46.32

70

125

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

### Buildings

Address: 2111 BOVARY CT, Improvement Type: SINGLE FAMILY, Year Built: 1968, Effective Year: 1968, PA Building ID#: 58859

#### Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-BRICK-FACE/VENEER

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-6

NO. STORIES-1

ROOF COVER-DIMEN/ARCH SHNG

ROOF FRAMING-GABLE

STORY HEIGHT-0

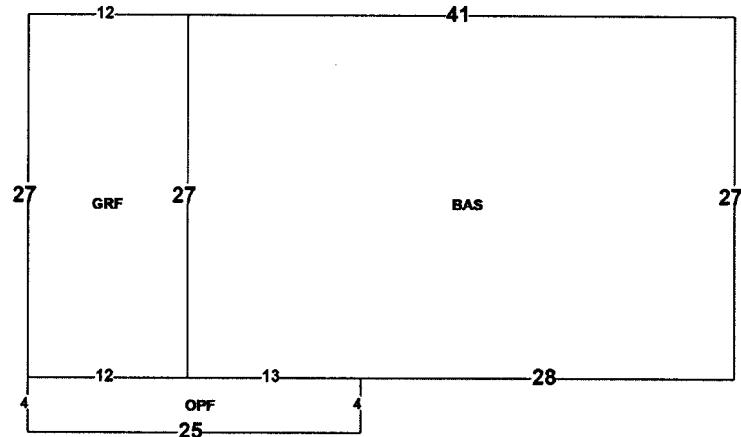
STRUCTURAL FRAME-WOOD FRAME

Areas - 1531 Total SF

BASE AREA - 1107

GARAGE FIN - 324

OPEN PORCH FIN - 100



### Images



3/13/2025 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.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of **Tax Certificate No. 01261**, 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 9 SILVERWOOD PB 5 P 61 OR 8644 P 47**

**SECTION 31, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 032497000 (0226-07)**

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

**HURST A BUTTS 50% INT and EVAN G BUTTS 50% INT**

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 February**, which is the **4th day of February 2026**.

Dated this 23rd 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



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

**Tax Deed Sales - Redeemed From Sale**

**Account: 032497000 Certificate Number: 001261 of 2023**

Date Of  
Redemption

7/24/2025



Clerk's Check

1

Clerk's Total

\$828.00

Postage

\$0.00

Tax Deed Court Registry \$794.00

Payor Name

WILLIAM BLASE BUTTS  
2111 BOVARY CT  
PENSACOLA FL 32504

Notes

BLASEBUTTS@LIVE.COM



**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 #: 03-2497-000 CERTIFICATE #: 2023-1261

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: November 14, 2005 to and including November 14, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,  
As President  
Dated: November 15, 2025

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

November 15, 2025  
Tax Account #: **03-2497-000**

- 1. The Grantee(s) of the last deed(s) of record is/are: HURST A BUTTS AND EVAN G BUTTS**  
**By Virtue of Order Determining Homestead recorded 10/20/2021 in OR 8644/47 together with**  
**Order of Summary Administration recorded 10/20/2021 in OR 8644/51**
- 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 Bank of Pensacola recorded 10/21/2025 – OR 9894, Page 1169 together with Assignment of Leases and Rents recorded 10/21/2025 – OR 9294/1184**
- 4. Taxes:**

**Taxes for the year(s) NONE are delinquent.**  
**Tax Account #: 03-2497-000**  
**Assessed Value: \$142,185.00**  
**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:** FEB 4, 2026

**TAX ACCOUNT #:** 03-2497-000

**CERTIFICATE #:** 2023-1261

**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**

Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 190 Governmental Center, 32502  
  Homestead for 2025 tax year.

**HURST A BUTTS AND  
EVAN G BUTTS  
1060 HARBORVIEW CIR  
PENSACOLA, FL 32507**

**HURST A BUTTS AND  
EVAN G BUTTS  
211 BOVARY CT  
PENSACOLA, FL 32504**

**BANK OF PENSACOLA  
500 SOUTH PALAFOX ST STE 100  
PENSACOLA, FL 32502**

**Certified and delivered to Escambia County Tax Collector, this 19<sup>th</sup> day of November 2025.**

**PERDIDO TITLE SOLUTIONS, A DIVISION OF  
PERDIDO TITLE & ABSTRACT, INC.**

*Michael Campbell*

**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**

**November 15, 2025**  
**Tax Account #:03-2497-000**

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

**LT 9 SILVERWOOD PB 5 P 61 OR 8644 P 47**

**SECTION 31, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 03-2497-000(0226-07)**

This Instrument Prepared By:  
Matthew C. Hoffman  
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.  
151 W. Main Street, Suite 200  
Pensacola, FL 32502  
850-266-2300  
File Number: 4677.50197  
Loan No. 380865-01

#### **MORTGAGE AND SECURITY AGREEMENT**

**THIS MORTGAGE AND SECURITY AGREEMENT** ("Mortgage") is made and delivered this 10th day of October, 2025 between **Hurst Alexander Butts, a/k/a Hurst A. Butts, a single man, and Kendall Elaine Woodbury, a single person** (individually, collectively, and interchangeably "Mortgagor"), whose address is 1013 Harbourview Circle, Pensacola, FL 32507, and **Bank of Pensacola, a Florida banking corporation** ("Lender"), whose address is 500 South Palafox Street, Suite 100, Pensacola, FL 32502.

#### **WITNESSETH:**

**WHEREAS**, Lender has agreed to make a loan to **Vol. 1 Inc., a Florida corporation** ("Borrower") in the principal amount of \$250,000.00 (the "Loan");

**WHEREAS**, the Loan is evidenced by as evidenced by that certain Promissory Note of even date herewith in the original principal amount of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00)**, together with interest thereon, executed by Borrower and delivered to Lender, (such Promissory Note, together with any and all renewals, extensions, modifications, restatements, substitutions and replacements thereof being hereinafter collectively called the "Note"); and

**WHEREAS**, as a condition of the Loan, Lender is requiring a mortgage and security interest in property owned by Mortgagor, all as more specifically set forth herein; and

**WHEREAS**, Borrower has executed the Note, and other documents relating or pertaining to the Note and any other Indebtedness (as defined *infra*), obligations or liabilities owed to Lender, including without limitation, all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note and other Indebtedness (hereinafter collectively the "Loan Documents"); and

**WHEREAS**, Mortgagor hereby grants this Mortgage to secure any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Borrower and/or Mortgagor from Lender, as well as Lender's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, the Note and any and all Future Advances (as defined in Section 1.02) that Lender may make on behalf of Borrower and/or Mortgagor as provided in this Mortgage, and any covenants and agreements set forth in the Loan Documents, together with interest thereon, plus any Hedge Agreements (hereinafter collectively the "Indebtedness"). For purposes of this Mortgage, a Hedge Agreement shall mean all obligations incurred by any Borrower under any agreement between said Borrower and Lender or any affiliate of Lender, including but not limited to an ISDA Master Agreement, whether now existing or hereafter entered into, which provides for an interest rate, currency, equity, credit or commodity swap, cap, floor or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions for the purpose of hedging the Borrower's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices; and

**WHEREAS**, Mortgagor is receiving good and adequate consideration for execution of this Mortgage, which is reasonably equivalent to the value of this Mortgage.

## ARTICLE ONE GRANTS OF SECURITY

Section 1.01 To secure the Note and the Indebtedness, Mortgagor does by these presents specifically mortgage, hypothecate, pledge and assign unto Lender, its successors and assigns, any and all of Mortgagor's present and future rights, title and interest in and to the following described property:

(a) The land located in Escambia County, State of Florida,

**PARCEL 1:**

**LOT 9, SILVERWOOD, BEING A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 61, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

**PARCEL 2:**

**LOT 27, LESS THE SOUTH 6 FEET MEASURED AT RIGHT ANGLES, HARBOURVIEW, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

together with all mineral, oil and gas rights appurtenant to said land, and all shrubbery, trees and crops now growing or hereafter grown upon said land (collectively the "Land"); and

(b) TOGETHER WITH all buildings, structures, roads, drives, parking lots, sewerage and utility lines and all other improvements now or hereafter located on said Land and all fixtures, contract rights and general intangibles (as such terms are defined in the UCC under Florida law) now or hereafter located on or used in the development or operation of, the Land, including but not limited to: (i) all property and equipment affixed to the Land, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) any and all rights and benefits of Mortgagor relating to the Land, including, but not limited to, construction contracts, architect contracts, service contracts, advertising contracts, purchase orders, general intangibles, permits, licenses, actions and right of action, deposits by or with Mortgagor, prepaid expenses, permits, licenses, interests, estates or other claims, insurance proceeds, and prepaid insurance premiums, and (iii) all right title and interest of the Mortgagor in all trade names hereinafter used in connection with the Land (hereinafter collectively the "Improvements"); and

(c) TOGETHER WITH all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the mortgaged property described in Sections (a) and (b) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor; and

(d) TOGETHER WITH any and all present and future leases or subleases affecting the property described in Sections (a), (b) and (c) above, and all rents, income, and profits therefrom, including without limitation, any and all rents, income, profits, bonuses, revenues, royalties, cash or security deposits, advance rentals and other payments, and further including Mortgagor's rights to enforce all present and future leases or subleases and to receive and enforce any rights that Mortgagor might have to collect rental and all other payments; and

(e) TOGETHER WITH any and all present and future deposits or other security or advance payments, including rental payments, made by or on behalf of Mortgagor to others, with respect to (i) utility service regarding the property described in Sections (a), (b), (c) and (d) above, (ii) cleaning, maintenance, repair, or similar services regarding the property described in Sections (a), (b), (c) and (d) above, (iii) refuse, removal or sewer service regarding the property described in Sections (a), (b), (c) and (d) above, and (iv) parking or similar services or rights regarding the property described in Sections (a), (b), (c) and (d) above; and

(f) TOGETHER WITH any and all present and future options to sell or to lease the property described in Sections (a), (b), (c), (d) and (e) above, or any interests therein; and

(g) TOGETHER WITH any and all of Mortgagor's present and future contract rights, instruments,

documents, and general intangibles necessary for use or useful in connection with the ownership and operation of all or any part of the property described in Sections (a), (b), (c), (d), (e) and (f) above, whether now existing or hereafter created, or otherwise acquired by Mortgagor, and all liens, security interests, guaranties, remedies, privileges and other rights pertaining thereto, and all rights and remedies of any kind forming the subject matter thereof; and

(h) TOGETHER WITH any and all proceeds derived or to be derived from the sale, transfer, conveyance, insurance loss, damage, destruction, condemnation, expropriation, or other taking of the property described in Sections (a), (b), (c), (d), (e), (f) and (g) above, or any other proceeds and proceeds of proceeds, and any unearned insurance premiums relating thereto, including the rights of Mortgagor to receive such proceeds directly from the obligor or obligors therefore, and to further enforce any rights that Mortgagor may have to collect such proceeds, including without limitation, Mortgagor's rights to commence an appropriate collection or enforcement action or actions incident thereto; and

All of the property described in Sections (a), (b), (c), (d), (e), (f), (g) and (h) above, and each item of mortgaged property described therein, is herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Lender, its successors and assigns forever, subject, however, to the terms and conditions set forth in this Mortgage.

Section 1.02 Future Advances. This Mortgage is given to secure not only the Note and existing Indebtedness, but also all future advances, whether such advances are obligatory or are made at the option of the Lender, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, provided that such future advances are evidenced by an instrument or other writing which makes specific reference to this Mortgage as securing the payment thereof ("Future Advances"). The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed \$1,000,000.00, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, plus interest thereon.

Section 1.03 After-Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

Section 1.04 Security Agreement. This Mortgage shall constitute a security agreement under the Uniform Commercial Code effective in the State of Florida, and Mortgagor hereby grants Lender a security interest in the Mortgaged Property, and in any assets or property used in connection with the maintenance or operation thereof. Mortgagor authorizes Lender to file one or more financing statements, continuations or amendments collectively (the "Financing Statements") describing the Mortgaged Property. Any such Financing Statement may be filed without Mortgagor's signature.

## ARTICLE TWO REPRESENTATIONS, WARRANTIES AND COVENANTS

The Mortgagor covenants and agrees with the Lender as follows:

Section 2.01 Performance of Obligations. The Mortgagor shall perform, observe and comply with all provisions hereof, and any and all terms and conditions of the Note, and will promptly pay to the Lender the principal, interest and other amounts due under the Note and all other sums required to be paid on the Indebtedness by the Mortgagor under the Loan Documents, as applicable.

Section 2.02 General Representations, Covenants and Warranties. The Mortgagor represents, covenants and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) the Mortgagor has good and absolute fee simple title to the Mortgaged Property free and clear of all liens, security interests, charges and encumbrances whatsoever, except those described in the title insurance commitment issued in connection with this Mortgage (if any), as accepted by Lender in its sole discretion (collectively "Permitted Encumbrances"), and has good right, full power and lawful authority to mortgage and pledge the Mortgaged Property in accordance with the terms hereof; (b) the Mortgagor, does hereby fully warrant the title to said Mortgaged Property, and every part thereof, and will defend the same against the lawful claims of all persons

whomsoever; and (c) the Mortgagor will maintain and preserve the lien of this Mortgage until the Indebtedness has been paid in full; and (d) this Mortgage and the Note and other Indebtedness, as applicable, are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagor is a party or by which the Mortgagor or any of its or his respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which the Mortgagor is subject.

**Section 2.03 Taxes and Assessments.** Subject to the provisions of this Section 2.03, the Mortgagor shall pay promptly when due all taxes and assessments of every kind whatsoever hereafter imposed, levied or assessed upon or against the Mortgaged Property or any part thereof. Mortgagor shall furnish Lender a receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same, or upon request of Lender. After prior written notice to Lender, Mortgagor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any taxes or assessments, provided that: (i) no default exists under the Indebtedness or the Mortgage; and (ii) Mortgagor is permitted to do so under the provisions of any mortgage superior in lien to the Mortgage; and (iii) such proceeding shall suspend the collection of the taxes or assessments from Mortgagor and from the Mortgaged Property; and (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor or the Mortgaged Property is subject and shall not constitute a default thereunder; and (v) neither the Mortgaged Property nor any part thereof or interest therein will be in imminent danger of being sold, forfeited, terminated, cancelled or lost; and (vi) Mortgagor shall have set aside adequate reserves for the payment of the taxes or assessments, together with all interest and penalties thereon; and (vii) Mortgagor shall have furnished such security as may be required by Lender to insure the payment of any such taxes or assessments, together with all interest and penalties thereon.

**Section 2.04 Insurance.** Mortgagor will, at Mortgagor's sole cost and expense, keep the improvements now or hereafter on the Mortgaged Property insured against loss by fire, windstorm and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Lender and to pay promptly when due all premiums for such insurance and if such premiums not be promptly paid, Lender may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder. The amounts of insurance required by Lender shall be the maximum amounts for which said insurance may be written and the Mortgagor shall maintain such additional insurance as may be necessary to meet and fully comply with all co-insurance requirements contained in any of said policies to the end that Lender shall not be a co-insurer thereunder. All insurance shall be carried in a company or companies approved by Lender and all policies and renewals thereof shall be delivered to and held by Lender. Each policy of insurance shall have attached to it a loss payable clause in favor of and in form acceptable to Lender. In the event any sum of money becomes payable under any such policy, Lender shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it or any part thereof, without thereby waiving or impairing any right, lien, or equity under or by virtue of the Mortgage. Lender is empowered to adjust, compromise, submit to arbitration and appraisement and to collect and apply to the indebtedness secured hereby any claim for loss arising under any such insurance policy and to that end it is irrevocably appointed attorney-in-fact of Mortgagor to do all acts and execute all instruments necessary or appropriate for such purpose.

As a condition of the loan secured hereby, flood insurance is required if at any time the encumbered land is designated a flood prone or flood risk area, pursuant to the Flood Disaster Protection Act of 1973, as amended, supplemented or modified. In addition, Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, such other insurance and in such amounts as Lender may reasonably require from time to time including but not limited to builder's risk, if applicable, and in accordance with local insurance practice.

**Section 2.05 Escrows.** Upon demand by Lender, but only after the occurrence of an Event of Default hereunder, Mortgagor shall pay to the Lender on the first day of each month, together with and in addition to the regular installment of interest or principal and interest under the Note, until the Note is fully paid, an amount equal to one twelfth (1/12) of the yearly taxes, lease payments, insurance premiums, assessments and other similar charges against the Mortgaged Property or any part thereof as estimated by the Lender to be sufficient to enable the Lender to pay all such charges at least thirty (30) days before they first become due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereto. Upon demand of the Lender the Mortgagor shall deliver to the Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, lease payments, insurance premiums, assessments and similar charges. Upon the

occurrence of an Event of Default, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount under this Section remaining to the Mortgagor's credit. Lender's failure at any time or times to require payment of the monthly deposits provided for hereinabove shall not operate as, nor be deemed to be, a waiver of Lender's right to require payment of such monthly deposits at any other time or times.

**Section 2.06 Condemnation.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the Note and other Indebtedness, as applicable, at the option of Lender, may become immediately due and payable. Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Lender and Lender after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Lender shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Indebtedness, this Mortgage or any other instrument securing the Indebtedness. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights or actions and proceeds as Lender may require.

**Section 2.07 Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including, but not limited to, reasonable attorneys' fees, disbursements and cost of abstracts of title, incurred or paid at any time by Lender due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and other Loan Documents, as applicable, including without limitation this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect, or suit pending. The full amount of each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this Mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Indebtedness, as applicable.

**Section 2.08 Preservation.** Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Lender may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this Mortgage or the rights or powers of Lender; (f) shall comply with the provisions of any lease, if this Mortgage is on a leasehold; and (g) if this Mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Lender, such consent to be granted or withheld at the sole discretion of Lender, before (i) removing or demolishing any Improvements, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of any Improvement to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when

incident to the replacement thereof with items of like kind, or (vi) entering into or modifying any leases of the Mortgaged Property. Lender shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

**Section 2.09 Notice of Encumbrances.** Mortgagor shall immediately notify Lender in writing upon the filing of any attachment, lien, judicial process, claim, or other encumbrance. Mortgagor additionally agrees to notify Lender immediately in writing upon the occurrence of any default, or event that with the passage of time, failure to cure, or giving of notice, might result in a default under any of Mortgagor's obligations that may be secured by any presently existing or future lien or encumbrance, or that might result in a lien or encumbrance affecting the Mortgaged Property, or should any of the Mortgaged Property be seized or attached or levied upon, or threatened by seizure or attachment or levy, by any person other than Lender.

**Section 2.10 Compliance With Applicable Laws.** Mortgagor shall observe and abide by, and shall cause others to observe and abide by, all present and future laws, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards, agencies, and officers, affecting the Mortgaged Property and its use. Mortgagor shall further promptly perform and observe, and shall cause others to promptly perform and observe, all the terms, covenants and conditions of any requirements, instruments and agreements affecting the Mortgaged Property, non-compliance with which may adversely affect the priority of this Mortgage, or which may impose any duty or obligation upon Mortgagor, or upon any lessee or other occupant of the Mortgaged Property. Mortgagor shall further do and cause to be done all things necessary to preserve intact and unimpaired any and all easements, servitudes, appurtenances and other interests and rights in favor of, or constituting any portion of, the Mortgaged Property.

**Section 2.11 Environmental Compliance and Indemnity.**

(a) **Compliance With Environmental Laws.** Mortgagor hereby represents and warrants to Lender and covenants that Mortgagor is now complying, and will continue to comply, with all federal, state and local environmental and environmental related laws, rules, regulations and orders applicable to the Mortgaged Property and its use. Mortgagor shall further comply with and shall cause all occupants of the Mortgaged Property to comply with all federal, state and local laws, rules regulations and orders with respect to the disposal of industrial refuse or waste, and/or the discharge, procession, treatment, removal, transportation, storage and handling of solid waste, hazardous substances, hazardous waste and any other substance subject to federal, state or local regulation or control, and pay immediately when due the cost of removal of any such waste or substances from, and keep the Mortgaged Property free of any lien imposed pursuant to any such laws, rules, regulations or orders. Mortgagor shall not install or permit the installation of friable asbestos or any substance containing asbestos, or any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs), in or on the Mortgaged Property. With respect to any such material or materials currently present in or on the Mortgaged Property, Mortgagor shall promptly comply with applicable federal, state or local laws, rules, regulations or orders regarding the safe removal thereof, at Mortgagor's sole expense.

In the event Mortgagor fails to do any of the foregoing, Lender may declare this Mortgage to be in default. In addition, Mortgagor hereby grants Lender and its employees and agents, an irrevocable and non-exclusive license to enter the Mortgaged Property to conduct testing and to remove the hazardous waste and substances, and the cost of such testing and removal shall constitute an additional advance, and shall be secured by this Mortgage.

(b) **No Knowledge.** No notice from any governmental body has ever been served upon Mortgagor or, to Mortgagor's knowledge after due inquiry, upon any prior owner of the Mortgaged Property, claiming a violation of or under any federal, state or local law, regulation or ordinance concerning the environmental state, condition, or quality of the Mortgaged Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, clean up, alterations, demolition, renovation or installation on, or in connection with, the Mortgaged Property. Upon receipt of any such notice, Mortgagor shall take any and all steps, and perform any and all actions necessary or appropriate to comply with the same, at Mortgagor's sole expense.

(c) **Indemnification.** Mortgagor shall forever indemnify, defend and hold harmless Lender, its directors, officers, employees and agents from and against all harms, including, without limitation, damages, punitive damages, liabilities, losses, demands, claims, costs, recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys' fees and litigation expenses arising from (i) the operation of any federal, state or local environmental laws or regulations, and (ii) the violation by Mortgagor, any occupant of the Mortgaged Property, or of the Mortgaged Property of any of

the federal, state or local environmental laws or regulations. Mortgagor shall pay all costs and expenses incurred by Lender to enforce the provisions of this paragraph, including, without limitation, attorneys' fees and litigation expenses. The provisions of this paragraph shall survive the cancellation of this Mortgage and shall remain in full force and effect beyond the expiration of any applicable statute of limitations and payment or satisfaction in full of any single claim of Lender within the scope of the provisions of this paragraph.

**Section 2.12 Encumbrances and Transfers.** Without the prior written consent of Lender, Mortgagor shall not encumber the Mortgaged Property, or any interest or estate therein or sell, assign, lease or otherwise transfer all or any portion of the Mortgaged Property or any interest or estate therein, whether voluntarily or involuntarily or by operation of law. Any such sale, lease, assignment, conveyance, encumbrance or other transfer of the Mortgaged Property, or any interest or estate therein, or the incurrence of debt not permitted hereby, made without Lender's prior written consent, shall constitute a default hereunder. Mortgagor covenants and agrees that without the prior written consent of Lender, no party constituting Mortgagor shall be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any such liquidation, termination or dissolution without Lender's prior written consent shall constitute an Event of Default hereunder.

**Section 2.13 General Indemnification.** If Lender is made the subject of any claim or litigation (including without limitation, any litigation brought by Mortgagor whether initially or by counterclaim) concerning this Mortgage or the Mortgaged Property or any part thereof or interest therein, or occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Lender harmless from all liability by reason of said litigation, including reasonable attorneys' fees incurred by Lender in any such litigation, whether or not such litigation is prosecuted to judgment; and (b) all sums payable by Mortgagor hereunder shall be paid absolutely, unconditionally, without notice, demand, counterclaim, setoff, deduction or defense and absolutely and unconditionally without abatement, suspension, deferment, diminution or reduction.

**Section 2.14. Transactional Costs.** Mortgagor hereby agrees to indemnify and hold harmless Lender from and against any loss, cost, or expense resulting from any claim by Florida or Federal taxing authorities, including without limitation the Florida Department of Revenue, that additional transactional taxes are due and owing resulting from the granting of this Note and Mortgage. Transactional taxes include, but are not limited to the Florida documentary stamp tax and the Florida intangible tax (together with any interest or penalties thereon). This obligation to indemnify Lender shall survive payment of the Note, and the satisfaction of this Mortgage or other instrument securing the Note.

**Section 2.15 Further Assurances; After-Acquired Property.**

**Section 2.15.01** At any time, and from time to time, upon request by Lender, Mortgagor, at Mortgagor's expense, will make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of Mortgagor under the Note and this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor so to do, Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of Mortgagor and Mortgagor hereby irrevocably appoints Lender the agent and attorney-in-fact of Mortgagor so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after Lender has given value under the Note) attached to and/or used in the operation of the Mortgaged Property or any part thereof.

**Section 2.15.02** Without limitation to the generality of the other provisions of this Mortgage, it hereby expressly is covenanted, agreed and acknowledged that the lien and rights hereunder automatically will attach to any further, greater, additional, or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time acquired by Mortgagor by whatsoever means, including that in the event that Mortgagor is the owner of an estate or interest in the Mortgage Property or any part thereof (such, as for example, as the lessee or tenant) other than as the fee simple owner thereof, and prior to the satisfaction of record of this Mortgage Mortgagor obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or

recording on the part of Mortgagor or Lender or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Lender making the Loan as aforesaid, and to secure the same indebtedness and obligations set forth above, Mortgagor hereby grants, bargains, sells and conveys to Lender, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.

**Section 2.16 Additional Security.** Lender shall also have and is hereby granted a security interest in all monies, securities and other property of Mortgagor, now or hereafter assigned, held, received, or coming into the possession, control, or custody of Lender by or for the account of Mortgagor (including indebtedness due from Lender to Mortgagor, and any and all claims of Mortgagor against Lender, at any time existing) whether expressly as collateral security, custody, pledge, transmission, collection or for any other purpose, and also upon any and all deposit balances, including any dividends declared, or interest accruing thereon, and proceeds thereof. On an Event of Default, Lender may, in addition to any other rights provided by this Mortgage or any other of the Loan Documents, but shall not be obligated to, apply to the payment of the Note or Other Indebtedness secured hereby, and in such manner as Lender may determine, any such monies, securities or other property held or controlled by Lender. No such application of funds shall, unless otherwise expressly agreed by Lender in writing, reduce, alter, delay or otherwise affect any regularly scheduled payment with respect to the Note or such Other Indebtedness or obligations.

**Section 2.17 Leases Affecting Mortgaged Property.** Mortgagor shall comply with and observe its obligations as landlord or tenant under all leases affecting the Mortgaged Property or any part thereof. If requested by Lender, Mortgagor will furnish Lender with executed copies of all leases now or hereafter created on the Mortgaged Property; and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Mortgagor will not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by Lender, Mortgagor will execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to further evidence the assignment to Lender hereunder, and to assign any and all such leases whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing. Mortgagor shall not cancel, surrender or modify any lease affecting the Mortgaged Property or any part thereof without the written consent of Lender.

**Section 2.18. Estoppel Affidavits.** Mortgagor within ten (10) days after written request from Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Note and Other Indebtedness and whether or not any offsets or defenses exist against any principal and interest.

**Section 2.19 Construction Loan.** If Lender, pursuant to Loan Agreement dated of even date or other Loan Documents made by Lender with Mortgagor, agrees to make construction loan advances up to the principal amount of the Note, then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said agreement and will diligently construct the Improvements to be built pursuant to the terms thereof. Lender shall permit no defaults to occur under said agreement, and if a default shall occur thereunder, it shall constitute an Event of Default under this Mortgage.

### **ARTICLE THREE LENDERS RIGHTS**

**Section 3.01 Lender's Performance.** If the Mortgagor defaults in the payment of any tax or assessment, the Lender may, to preserve its interest in the Mortgaged Property, perform or observe the same, and all payments made and costs and expenses incurred or paid by the Lender in connection therewith shall be added to the Indebtedness and shall be secured by the lien of this Mortgage.

**Section 3.02 Additional Advances.** Lender shall have the right, within Lender's sole option and discretion, to make additional advances on Mortgagor's behalf for the following purposes:

**Section 3.02.01 Insurance.** If Mortgagor should for any reason fail to maintain insurance on the Mortgaged Property as required under this Mortgage, Lender may make additional advances on Mortgagor's behalf for the purpose of purchasing and maintaining such insurance coverage (including insurance protecting only Lender's interests in the Mortgaged Property).

**Section 3.02.02 Taxes.** If Mortgagor should for any reason fail to promptly pay when due taxes,  
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assessments and governmental and other charges as required under this Mortgage, Lender may make additional advances on Mortgagor's behalf for the purpose of paying such taxes, assessments and governmental and other charges.

**Section 3.02.03 Repairs.** If Mortgagor should for any reason fail to make all necessary repairs to the Mortgaged Property and to keep the Mortgaged Property in good working order and condition as required under this Mortgage, Mortgagor agrees that Lender may make additional advances on Mortgagor's behalf for the purpose of making, and Lender may make, such repairs and maintenance to the Mortgaged Property as Lender may deem to be necessary and proper within its sole discretion.

**Section 3.02.04 Encumbrances.** If Mortgagor should: (a) permit or allow any lien or encumbrance to attach to or be recorded or filed against the Mortgaged Property without having first obtained Lender's prior written consent, and said lien or encumbrance is not paid or discharged within 30 days of entry of same, unless contested in good faith and by appropriate proceedings and by the filing of an appropriate bond; or (b) if Mortgagor should for any reason default under any obligation secured by any presently existing or future encumbrance; then Lender may make additional advances on Mortgagor's behalf and take such other action or actions as Lender may deem to be necessary and proper, within Lender's sole discretion, to pay and fully satisfy such lien and/or encumbrance, to cure or rectify any such default or defaults, and to prevent the occurrence of any future defaults.

**Section 3.02.05 Other.** Lender may further make additional advances on Mortgagor's behalf and take such other action or actions as Lender may deem to be necessary and proper, within Lender's sole discretion, to cure and rectify any actions or inactions on Mortgagor's part, as are required under this Mortgage, that are not listed immediately above.

**Section 3.03 No Obligations.** As set forth in this Mortgage, Lender may grant additional advances, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this Mortgage. In such event, Lender shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Lender shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this Mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released. Nothing under this Mortgage shall obligate Lender to make any additional advances described in Section 3.02 or elsewhere in this Mortgage, or to take any of the actions set forth in this Mortgage on Mortgagor's behalf, or to make Lender in any way responsible or liable for any loss, damage or injury to Mortgagor, or to any other person or entity, resulting from Lender's election not to advance any such additional sums or to take any such action or actions. In addition, Lender's election to make additional advances and/or to take any above action or actions on Mortgagor's behalf, shall not constitute a waiver or forbearance by Lender of any Event of Default under this Mortgage.

**Section 3.04 Inspections.** Lender, its agents, representatives or workmen are authorized to enter at any and all reasonable times upon or in any part of the Mortgaged Property for the purpose of inspecting same and performing any of the acts it is authorized to perform under the terms of this Mortgage. Mortgagor agrees to reimburse Lender for reasonable out-of-pocket expenses incurred by it in connection with such inspections.

**Section 3.05. Releases, etc.** Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any Indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Lender with respect to any security not expressly released in writing, Lender may, at any time and from time to time, either before or after the maturity of said Note, and without notice or consent of Mortgagor: (a) release any person liable for payment of all or any part of the Indebtedness or for performance of any obligation; (b) make any agreement extending the time or otherwise altering the terms of payment of all or any part of the Indebtedness, or modifying or waiving any obligation, on subordinating, modifying or otherwise dealing with the lien or charge hereof; (c) exercise or refrain from exercising or waive any right Lender may have; (d) accept additional security of any kind; and (e) release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Mortgaged Property.

## ARTICLE FOUR EVENT OF DEFAULT

Section 4.01 Event of Default. Any one of the following shall constitute an event of default ("Event of Default") under this Mortgage.

(a) Failure by Mortgagor to pay (i) any amounts due under the Indebtedness, as applicable, whether principal, interest, late fees or otherwise; or (ii) any sums due or to be paid by Mortgagor hereunder, under any other instrument securing the Indebtedness, as applicable, or under any Permitted Encumbrances, as set forth in the Loan Agreement.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Indebtedness, as applicable, this Mortgage, or in any other Loan Documents.

(c) If either Mortgagor or any endorser or guarantor of the Indebtedness: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property; (v) makes any general assignment for the benefit of creditors; or (vi) makes any admission in writing of its inability to pay its debts generally as they become due.

(d) If a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any endorser or guarantor of the Indebtedness, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days whether or not consecutive from the date of entry thereof.

(e) If any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property, is appointed without the prior written consent of Lender, which appointment shall remain unvacated and unstayed for an aggregate of 60 days whether or not consecutive.

(f) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other Loan Document, as applicable.

(g) The occurrence of any default under the terms of any mortgage or other security instrument that creates a lien or other security interest on or in the Mortgaged Property, whether such mortgage or other security instrument is superior or inferior in priority to this Mortgage.

## ARTICLE FIVE REMEDIES

Section 5.01 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, Lender may declare the outstanding principal amount of the Note and/or any other Indebtedness to be due and payable immediately. Upon such declaration, such principal and interest shall immediately become and be due and payable and, until paid, shall bear interest at the maximum rate permitted pursuant to applicable law, which rate shall apply as well before as after judgment.

Section 5.02 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the Indebtedness shall be due and without prejudice to the right of the Lender thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (a) to enforce payment of the Indebtedness, as applicable; or (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available pursuant to the Loan Documents and applicable law. The Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Lender may determine.

**Section 5.03 Purchase by Lender.** Upon any such foreclosure sale, the Lender may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such Mortgaged Property in its own absolute right without further accountability.

**Section 5.04 Application of Indebtedness Toward Purchase Price.** Upon any such foreclosure sale, the Lender may, if permitted by law, and after allowing for costs and expenses of the sale, apply any portion of or all of the Indebtedness due to the Lender under the Note or other Indebtedness, as applicable, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

**Section 5.05 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws.** The Mortgagor agrees to the full extent permitted by law that in case of an Event of Default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of the Mortgaged Property of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that the Lender or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

**Section 5.06 Receiver.** If an Event of Default shall have occurred and be continuing, the Lender, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Indebtedness and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents thereof and apply the same as the court may direct and any such receiver shall be entitled to hold, store, use, operate, manage and control the Mortgaged Property and conduct business therefrom. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of, to collect all rent, income and other benefits from, and to manage and operate the Mortgaged Property by a receiver shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Lender shall be liable to account only for such rents, income and other benefits actually received by Lender. Notwithstanding the appointment of any receiver or other custodian, Lender shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable pursuant to the terms of this Mortgage, to Lender. To the extent permitted by applicable law, Mortgagor waives any requirement for the Receiver to post a bond, if Lender consents to the appointment of the Receiver.

**Section 5.07 Rents.** The assignment of rents contained in this Mortgage is intended to and constitutes an assignment of rents as contemplated pursuant to the Florida Statutes. Upon the occurrence of an Event of Default, Lender shall be entitled to the remedies provided under applicable Florida law. In addition to the rights which Lender may have herein, upon an Event of Default under this Mortgage, Lender, at its option, may require Mortgagor to pay monthly in advance to Lender, or any receiver appointed to collect the rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in the possession of Mortgagor. Upon any Event of Default under this Mortgage, Lender may at any time without notice either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of the Mortgaged Property or any part thereof. Lender may in its own name, sue for or otherwise collect such rents, issues and profits, including past due and unpaid, and apply same less costs and expenses of operation and collection, including attorneys' fees, upon any Indebtedness secured hereby and in such order at Lender may determine. This includes, without limitation, issuing demand for the payment of rents directly to any tenant of any portion of the Mortgaged Property. The collection of such rents, issues and profits or the entering upon and taking possession of the Mortgaged Property, or application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. In addition (and not as an election of remedies), upon the occurrence of an Event of Default, Lender may apply for a court order requiring Mortgagor to deposit all rents in the court registry pursuant to Florida Statute 697.07, as amended. Mortgagor hereby consents to entry of such an order upon the sworn ex parte motion of Lender that an Event of Default has occurred hereunder. Nothing contained herein, nor any collection of rents or leases by Lender or by a receiver, shall be construed to make Lender a "mortgagee in possession" of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Mortgaged Property.

**Section 5.08 Actions to Protect the Mortgaged Property.** The Lender shall have the power and authority to institute and maintain any suits and proceedings as the Lender may deem advisable: (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property; (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to the Lender's interest; and/or to file proofs of claim in the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor or its property to the extent permitted by law.

**Section 5.09 Delay or Omission No Waiver.** No delay or omission of Lender or of any holder of the Indebtedness, as applicable, to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

**Section 5.10 No Waiver of One Default to Affect Another.** No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereto.

**Section 5.11 Discontinuance of Proceedings; Position of Parties Restored.** If the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to the Lender, then and in every such case the Mortgagor and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceedings had occurred or had been taken.

**Section 5.12 UCC Remedies.** Lender shall also have the remedies of a secured party under the Uniform Commercial Code as adopted in Florida and, at Lender's option, may also invoke the remedies provided elsewhere in this Mortgage or in the other Loan Documents. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code as adopted in Florida, or of the remedies provided elsewhere in this Mortgage or the other Loan Documents.

**Section 5.13 Possession.** Lender may take immediate possession of the Mortgaged Property or any part thereof (which Mortgagor agrees to surrender to Lender) and manage, control or lease same to such person or persona and exercise all rights granted pursuant to this Mortgage and the other Loan Documents. The taking of possession under this Section 5.13 shall not prevent concurrent or later proceedings for the foreclosure sale of the Mortgaged Property as provided elsewhere herein.

**Section 5.14 Tenancy at Sufferance.** If Mortgagor remains in possession of the Mortgaged Property after the Mortgaged Property is sold as provided in this Article Five, or Lender otherwise becomes entitled to possession of the Mortgaged Property upon default of Mortgagor, then Mortgagor shall become a tenant at sufferance of lender or the purchaser of the Mortgaged Property and shall, at Lender's option, either (1) pay a reasonable rent for the use of the Mortgaged Property, or (2) vacate the Mortgaged Property upon the demand of Lender. This clause shall survive any termination of this Mortgage by foreclosure or otherwise, and any rents owed Lender or expenses incurred by Lender under this section, including attorneys fees, whether before or after foreclosure shall be added to the Indebtedness as an expense payable by Mortgagor and by Mortgagor under the Note and/or other Loan Documents. This is in addition to, and not in limitation of, any other remedies available by Lender under this Mortgage, the other Loan Documents, or under applicable law and equity.

**Section 5.15 Remedies Cumulative.** No right, power or remedy conferred upon or reserved to the Lender by the Indebtedness, as applicable, or this Mortgage is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Indebtedness, as applicable, or now or hereafter existing at law, in equity or by statute.

## ARTICLE SIX MISCELLANEOUS PROVISIONS

**Section 6.01 Successors and Assigns.** The terms "Mortgagor" and "Lender" herein shall include the parties named above as Mortgagor and Lender, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Lender, shall bind and inure to the benefit of their respective successors and assigns.

**Section 6.02 Notices.** Except as otherwise provided herein, all notices, requests and demands to or upon a party hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, or by telegraph or telex or telecopy, addressed as follows, and shall be deemed validly served and given on the date of receipt as shown on the return receipt if delivered by certified mail, on the date of delivery if done by personal delivery and upon confirmation of receipt if sent by telegraph, telex or telecopy with receipt confirmed:

If to Lender:	Bank of Pensacola 500 South Palafox Street, Suite 100 Pensacola, FL 32502 Attention: Perry Palmer
with a copy to:	Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, LLC 151 W. Main Street, Suite 200 Pensacola, Florida 32502 Attention: Matthew C. Hoffman
If to Mortgagor:	Hurst Alexander Butts, a/k/a Hurst A. Butts, and Kendall Elaine Woodbury 1013 Harbourview Circle Pensacola, FL 32507

or to such other address as each party may designate for itself by like notice given in accordance with this Section. Notice shall also be deemed validly served and given on the date that a party rejects or refuses to accept delivery or the date of an inability to effectuate delivery because of a changed address of which no notice was given in accordance with this Section. Any written notice that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

**Section 6.03 Headings.** The headings of the articles, sections, Sections and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

**Section 6.04 Invalid Provisions to Affect No Others.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or the other Loan Documents, as applicable, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Indebtedness, as applicable, shall be in no way affected, prejudiced or disturbed thereby.

**Section 6.05 Changes, Etc.** Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The modification hereof or of the Indebtedness, as applicable, or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage.

**Section 6.06 Governing Law.** This Mortgage is made by the Mortgagor under the laws of the State of Florida and shall be construed, interpreted, enforced and governed by and in accordance with the laws of such state, without regard to principles of conflicts of law.

**Section 6.07 WAIVER OF JURY TRIAL.** NO PARTY TO THIS MORTGAGE OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY

LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY OTHER LOAN DOCUMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

*[signatures on following page]*

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the date first set forth above.

Katherine Hart  
WITNESS  
Print Name: Katherine Hart

Witness Address:

151 W. Main St., Ste.200  
Pensacola, FL 32502

Hurst Alexander Butts  
Hurst Alexander Butts,  
a/k/a Hurst A. Butts

Kendall Woodbury  
Kendall Elaine Woodbury

Matthew C. Hoffman  
WITNESS  
Print Name: Matthew C. Hoffman

Witness Address:

151 W. Main St., Ste.200  
Pensacola, FL 32502

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing Mortgage and Security Agreement was sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of October, 2025, by Hurst Alexander Butts, a/k/a Hurst A. Butts, and Kendall Elaine Woodbury,  who is personally known to me or  who has produced FL DR as identification.

Matthew C. Hoffman  
Signature of Notary Public  
Matthew C. Hoffman

Print, Type/Stamp Name of Notary



This Instrument Prepared By:  
Matthew C. Hoffman  
Carver, Darden, Koretzky, Tessier, Finn, Blossman & Areaux, L.L.C.  
151 W. Main Street, Suite 200  
Pensacola, FL 32502  
850-266-2300  
File Number: 4505.49903

## ASSIGNMENT OF LEASES AND RENTS

**THIS ASSIGNMENT OF LEASES AND RENTS** is made and delivered this 10th day of October, 2025 between **Hurst Alexander Butts, a/k/a Hurst A. Butts, a single man, and Kendall Elaine Woodbury, a single person** (individually, collectively, and interchangeably "Grantor"), whose address is 1013 Harbourview Circle, Pensacola, FL 32507, and **Bank of Pensacola, a Florida banking corporation** ("Lender"), whose address is 500 South Palafox Street, Suite 100, Pensacola, FL 32502.

### WITNESSETH:

WHEREAS, Lender has agreed to make a loan to **Vol. 1 Inc., a Florida corporation** ("Borrower") in the principal amount of \$250,000.00 (the "Loan");

WHEREAS, the Loan is evidenced by as evidenced by that certain Promissory Note of even date herewith in the original principal amount of **TWO HUNDRED FIFTY THOUSAND AND 00/100 (\$250,000.00)**, together with interest thereon, executed by Borrower and delivered to Lender (such Promissory Note, together with any and all renewals, extensions, modifications, restatements, substitutions and replacements thereof being hereinafter collectively called the "Note"); and

WHEREAS, Lender will not make the Loan unless Grantor gives to Lender this Assignment of Leases and Rents as additional security for the Note, the related mortgage, continuing guarantees, security agreements, financing statements, construction loan agreement and other related loan documents (hereinafter collectively the "Loan Documents"); and

NOW, THEREFORE, for and in consideration of the Loan and to secure the prompt payment of the Note and all amounts owed under the other Loan Documents, with interest thereon, and any and all amendments, renewals, refinancings, extensions, consolidations and replacements thereof, and further to secure the punctual performance of all covenants, conditions and agreements set forth herein or in the Loan Documents, Grantor does hereby covenant and agree with Lender as follows:

1. Grantor hereby absolutely and unconditionally assigns to Lender all of Grantor's right, title, privileges and interest which Grantor as lessor may have in the leases and occupancy agreements now existing or hereafter made and affecting the property described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Property"), together with all extensions, renewals, modifications or replacements of said leases together with all rents, revenues, royalties, issues, profits, income and other benefits at anytime accruing from the Property or by virtue of any and all such leases and occupancy agreements, and together with any and all guarantees of the obligations of the lessees under said leases and occupancy agreements, whether now existing or hereafter executed, and all extensions, renewals, modifications or replacements of said guarantees. Said leases and occupancy agreements together with any and all guarantees and all extensions, renewals, modifications and replacements thereof, are hereinafter collectively and severally referred to as the "Lease".

2. Grantor's purpose in making this assignment is to relinquish to Lender its right to collect and enjoy the rents, revenues, royalties, issues, profits, income and other benefits at any time accruing from the Property or by virtue of the Lease (hereinafter called "Rents and Profits") as additional security for the indebtedness of Borrower to Lender evidenced by the Notes and other Loan Documents, and for the payment and performance of Grantor's obligations under this Assignment, the Mortgage and Security Agreement ("Mortgage") made by Grantor to Lender of even date herewith, and the other Loan Documents (all such indebtedness and obligations being referred to herein collectively as the "Obligation").

3. This Assignment shall be a present, absolute and unconditional assignment and shall, immediately upon execution, give Lender the right to collect the Rents and Profits and to apply them in

payment of the principal and interest and all other sums payable on the Obligation, as well as all other sums payable under the Loan Documents. However, Lender hereby grants to Grantor a license to collect, subject to the provisions set forth below and in the Loan Documents, the Rents and Profits as they respectively become due and to enforce the Lease, so long as there is no default by Grantor in performance of the terms, covenants or provisions of the Mortgage, the Loan Documents or this Assignment. Nothing contained herein, nor any collection of Rents and Profits by Lender or by a receiver, shall be construed to make Lender a "mortgagee-in-possession" of the Property so long as Lender has not itself entered into actual possession of the Property.

4. Upon the occurrence of any uncured default or event of default under the terms and conditions of this Assignment or any of the Loan Documents, this Assignment shall constitute a direction to and full authority to the lessees and any guarantor of the Lease to pay all Rents and Profits to Lender upon written demand by Lender without proof of the default relied upon. Grantor hereby irrevocably authorizes the lessees and any guarantor to rely upon and comply with any notice or demand by Lender for the payment to Lender of any Rents and Profits due or to become due. Neither any lessee nor any guarantor shall have any right or duty to inquire whether a default has actually occurred and Grantor shall have no claims against lessees or any guarantor for any Rents and Profits paid by lessees or such guarantor to Lender pursuant to Lender's demand or notice.

5. Grantor warrants to Lender:

(A) that no default on the part of Grantor exists under any Lease;

(B) that no rent has been or will be collected by Grantor or its successors or assigns under any Lease more than one month in advance of its due date; and

(C) that no Lease nor any interest in any Lease has been previously or will be assigned or pledged by Grantor or its successors or assigns.

All the foregoing warranties shall be deemed to be reaffirmed on and as of the time of each disbursement of Loan proceeds by Lender to Borrower and as of the time of each Lease executed by Grantor on the Property.

6. Grantor further covenants and agrees with Lender as follows:

(A) If the Lease provides for a security deposit paid by lessee to Grantor, this Assignment transfers to the Lender all of Grantor's right, title and interest in and to the security deposit, provided that Grantor shall have the right to retain said security deposit so long as Grantor is not in default under this Agreement or any other Loan Documents; and provided further that Lender shall have no obligation to the lessee with respect to such security deposit unless and until Lender comes into actual possession and control of said deposit.

(B) Grantor shall provide copies of all Leases to Lender upon demand.

(C) Each Lease shall remain in full force and effect despite any merger of the interest of the Grantor and lessee thereunder. Grantor shall not transfer or convey title to the leased premises to lessee without the prior written consent of Lender, and where such consent is given or where under applicable law the requirement for such consent is not enforceable, Grantor shall require the lessee, in writing, to assume and agree to pay Grantor's obligation in accordance with the terms, covenants and conditions of the Loan Documents. In no event shall any such transfer or conveyance operate to release or relieve Grantor of any liability to Lender unless Lender specifically agrees otherwise in writing.

(D) Grantor shall not collect any Rents and Profits more than one month in advance of the date on which they become due under the terms of the Lease.

(E) Grantor shall not execute any further assignment of any of the Rents and Profits or any interest therein or suffer or permit any such assignment to occur by operation of law.

(F) With the exception of the Mortgage, Grantor shall not request, consent to, agree to or accept a subordination of the Lease to any mortgage or other encumbrance now or hereafter affecting the Property or any part thereof, or suffer or permit conversion of any Lease to a sublease, nor suffer or permit the assignment of any Lease by any lessee.

(G) Grantor shall faithfully perform and discharge all obligations of the lessor under the Lease, and shall give prompt written notice to Lender of any notice of Grantor's default received from any lessee or any other person and furnish Lender with a complete copy of said notice. Grantor shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with the Lease. If requested by Lender, Grantor shall enforce the Lease and all remedies available to Grantor against the lessee in the case of default under the Lease by the lessee.

(H) Nothing herein shall be construed to impose any liability or obligation on Lender under or with respect to the Lease. Grantor shall indemnify and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Lease or by reason of this Assignment, and Grantor shall immediately upon demand reimburse Lender for the amount thereof together with all costs and expenses and reasonable attorneys' fees incurred by Lender. All of the foregoing sums shall bear interest until paid at the rate set forth in the Obligation. Any Rents and Profits collected by Lender may be applied by Lender in its discretion in satisfaction of any such liability, loss, damage, claim, demand, costs, expense or fees.

7. Grantor hereby grants to Lender the following rights:

(A) Lender shall be deemed to be the creditor of the lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such lessee (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein).

(B) Lender shall have the right to assign Grantor's right, title and interest in the Lease to any subsequent holder of the Mortgage or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure, sale under power of sale, deed in lieu of foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

(C) Lender shall have the right (but not the obligation), upon any failure of Grantor to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its security, including but not limited to appearing in any action or proceeding and performing any obligations of the lessor under any Lease, and Grantor agrees to pay, on demand, all costs and expenses (including without limitation reasonable attorneys' fees) incurred by Lender in connection therewith, together with interest thereon at the rate set forth in the Obligation.

(D) Upon any uncured default or event of default by Grantor under this Assignment or under the Loan Documents, and without notice to or consent of Grantor, Lender shall have the following rights (none of which shall be construed to be obligations of the Lender):

(i) Lender shall have the right under this Agreement to use and possess without rental or charge, the furniture, appliances and all other personal property of the Grantor located on the Property and used in the operation or occupancy thereof. Lender shall have the right to apply any of the Rents and Profits to pay installments due for personal property rented or purchased on credit, insurance premiums on personal property, or other charges relating to personal property on the Property. However, this Assignment shall not make Lender responsible for the control, care, management or repair of the Property or any personal property or for the carrying out of any of the terms or provisions of the Lease.

(ii) Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender pursuant to Paragraph 7(A) hereof to Borrower's outstanding indebtedness to Lender secured hereby or by any of the Loan Documents, as well as to charges for taxes, insurance, improvements, maintenance and other items relating to the operation of the Property, in such amounts and in such order as Lender shall deem desirable in its sole subjective discretion.

8. Grantor further covenants and agrees as follows:

(A) Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Lender of any Rents and Profits pursuant to this Assignment shall constitute or result in a waiver of any default then existing hereunder or under any of the other Loan Documents.

(B) If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

(C) This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Grantor and Lender.

(D) This Assignment shall be in full force and effect continuously from the date hereof to and until the Mortgage shall be released of record, and the release of the Mortgage shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

(E) All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Mortgage.

(F) This Assignment shall be governed by the laws of the State of Florida.

(G) In addition to, but not in lieu of, any other rights hereunder, Lender shall have the right to institute suit and obtain a protective or mandatory injunction against Grantor to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Grantor.

(H) This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Property.

(I) Grantor hereby covenants and agrees that Lender shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Lender shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, to the appointment of a receiver or keeper to obtain and secure the rights of Lender hereunder and the benefits intended to be provided to Lender hereunder.

*[signatures on following page]*

IN WITNESS WHEREOF, Borrower has executed this instrument as of the day and year set forth above.

Katherine Hart  
WITNESS  
Print Name: Katherine Hart

Witness Address:

151 W. Main St., Ste.200  
Pensacola, FL 32502

Hurst Alexander Butts,  
a/k/a Hurst A. Butts

Kendall Elaine Woodbury

Matthew C. Hoffman  
WITNESS  
Print Name: Matthew C. Hoffman

Witness Address:

151 W. Main St., Ste.200  
Pensacola, FL 32502

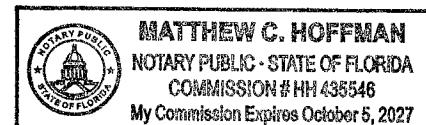
STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing Assignment of Leases and Rents was sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of October, 2025, by Hurst Alexander Butts, a/k/a Hurst A. Butts, and Kendall Elaine Woodbury,  who is personally known to me or  who has produced FL DL as identification.

Matthew C. Hoffman  
Signature of Notary Public  
Matthew C. Hoffman

Print, Type/Stamp Name of Notary



**Exhibit "A"**

**PARCEL 1:**

**LOT 9, SILVERWOOD, BEING A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 61, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

**PARCEL 2:**

**LOT 27, LESS THE SOUTH 6 FEET MEASURED AT RIGHT ANGLES, HARBOURVIEW, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 7, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**