

Filing # 34670197 E-Filed 11/19/2015 02:59:20 PM

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL
CIRCUIT OF FLORIDA IN AND FOR SANTA ROSA COUNTY**

CRIMSON PORTFOLIO ALPHA, LLC, a
Delaware limited liability company,

Plaintiff,

v.

Case No. 2013 CA 001277

MOULTON PROPERTIES, INC., a Florida
corporation, PENSACOLA CANDY COMPANY,
INC., a Florida corporation MO'TEL, L.L.C., a
Florida limited liability company, JAMES C.
MOULTON, individually, ROBERT W.
MOULTON, individually, SEA SHELL
COLLECTIONS, L.L.C., a Florida limited liability
company, GULF COAST COMMUNITY BANK,
HOLIDAY CVS, L.L.C., and UNITED STATES
OF AMERICA,

Defendants.

CERTIFICATE OF TITLE
(Count I Property)

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on November 12, 2015, on the property described below and that no objections to the sale have been filed within the time allowed for filing objections. The following described real and personal property located in Santa Rosa County, Florida:

Real Property

See Exhibit A.

Personal Property

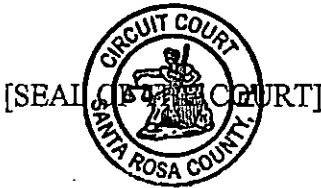
See Exhibit B.

was sold to Crimson Portfolio Alpha, LLC, whose address is 4675 MacArthur Ct., Suite 1550, Newport Beach, California 92660, for \$100.00. On November 16, 2015, Crimson Portfolio Alpha, LLC assigned its right, title, and interest in and to the Certificate of Sale to Crimson Santa

Rosa Plaza Holdings, LLC, 4675 MacArthur Ct., Suite 1550, Newport Beach, California 92660,
so that Crimson Santa Rosa Plaza Holdings, LLC takes title to the subject property by this
Certificate of Title.

WITNESS my hand and the seal of this Court this 24 day of November, 2015.

DONALD C. SPENCER
Clerk of the Court
Santa Rosa County, Florida



By: LM English
Deputy Clerk

Conformed copies:

*me
11/24/15*

- Judson C. Brandt, Esq. *✓ mailed to*
- Richard M. Colbert, Esq. *No email address*
- Corey J. Smith, Esq.
- Matthew C. Hoffman, Esq.
- Alexandria V. Hill, Esq.

A2116426.DOC

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EXHIBIT A

Parcel 1

Commence at the Northeast corner of Section 36, Township 2 South, Range 29 West, Santa Rosa County, Florida; thence run South $01^{\circ}22'13''$ West along the East line of said Section 36 for 107.45 feet to the South right-of-way line of State Road 30 (U.S. Highway 98); thence run Southwesterly along said right-of-way line on a curve concave to the Southeast ($R = 5629.65$ feet) thru a central angle of $04^{\circ}24'48''$ for an arc distance of 433.52 feet to the Point of Beginning; thence run South $01^{\circ}25'59''$ West for 411.13 feet; thence run North $88^{\circ}34'01''$ West for 20.00 feet; thence run South $01^{\circ}25'59''$ West for 458.97 feet; thence run North $88^{\circ}37'47''$ West for 226.76 feet; thence run South $01^{\circ}25'59''$ West for 24.53 feet; thence run South $67^{\circ}51'50''$ West for 229.97 feet; thence run North $01^{\circ}25'59''$ East for 800.00 feet to the South right-of-way line of State Road 30 (U.S. Highway 98); thence run Northeasterly along said, right-of-way line on a curve concave to the Southeast ($R = 5629.65$ feet) thru a central angle of $0^{\circ}20'09''$ for an arc distance of 33.00 feet; thence run South $01^{\circ}25'59''$ West for 124.56 feet; thence run South $88^{\circ}34'01''$ East for 150.00 feet; thence run North $01^{\circ}25'59''$ East for 190.00 feet to a point on the South right-of-way line of State Road 30 (U.S. Highway 98); thence run Northeasterly along said right-of-way line on a curve concave to the Southeast ($R = 5629.65$ feet) thru a central angle of $03^{\circ}01'51''$ for an arc distance of 297.80 feet to the Point of Beginning, less that certain portion being more particularly described in Official Records Book 2698, Page 1249, of the Public Records of Santa Rosa County, Florida.

Parcel ID # 36-2S-29-0000-00115-0000

Parcel 2

Commence at the Northeast corner of Section 36, Township 2 South, Range 29 West, Santa Rosa County, Florida; thence run South $01^{\circ} 22' 13''$ West along the East line of said Section 36 for 107.45 feet to the South right-of-way line of S.R. 30 (U.S. Highway 98); thence run Southwesterly along said South right-of-way line on a curve concave to the Southeast ($R= 5629.65$ feet) thru a central angle of $7^{\circ} 26' 39''$ for an arc distance of 731.42 feet to the Point of Beginning; thence continue on same curve and right-of-way thru a central angle of $1^{\circ} 39' 56''$ for an arc distance of 163.66 feet; thence run South $01^{\circ} 25' 59''$ West for 124.56 feet; thence run South $88^{\circ} 34' 01''$ East

for 150.00 feet; thence run North 01° 25' 59" East for 190.00 feet to the Point of Beginning.
Parcel ID # 36-2S-29-0000-00116-0000

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EXHIBIT B

Mortgaged Property: The Land, Improvements, Collateral, Fixtures, Leases, Rents and Personal Property together with:

- (i) all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Mortgaged Property or any part thereof under the power of eminent domain, or by agreement in lieu thereof, or for any damage thereto caused by any governmental action (whether by such taking or otherwise), such as without limitation, any award for change of grade of streets;
- (ii) all judgments, awards and settlements hereafter made, and all insurance proceeds hereafter paid for any damage to the Mortgaged Property, and all unearned insurance premiums on any insurance policies maintained by the Borrower pursuant to this Mortgage;
- (iii) all awards and refunds hereafter made with respect to any Imposition;
- (iv) the estate, right, title, interest, privilege, claim or demand whatsoever of Borrower, now or hereafter, either at law or in equity, in and to the Mortgaged Property; and
- (v) all existing and future appurtenances, privileges, rights-of-way, franchises and tenements of the Land, including all mineral rights, oil, gas, and associated substances and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water rights (whether riparian, littoral, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements.

Personal Property: All of the following property of Borrower whether now owned or existing, or hereafter acquired or arising, whether located in, on, pertaining to, used or intended to be used in connection with or resulting or created from the ownership, development, management, or operation of the Land:

- (i) all Improvements (to the extent same are not deemed to be real property) and landscaping;
- (ii) all Fixtures (to the extent same are not deemed to be real property) and goods to become Fixtures;
- (iii) all machinery, pumping plants, engines, pipes, ditches and flumes, equipment,

furniture, furnishings, building supplies and materials, appliances, gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration, plumbing fixtures and equipment, and all warranties and guaranties for any of the foregoing;

- (iv) all raw materials that are used in connection with construction of the Improvements;
- (v) all corporate or other business records and books pertaining to the Mortgaged Property, including computer-readable memory and any computer hardware or software necessary to access and process such memory, blueprints, surveys, architectural or engineering drawings, plans and specifications, licenses, governmental approvals, franchises, permits, payment and performance bonds, and agreements with utility companies, together with any deposits, prepaid fees and charges paid thereon;
- (vi) all Leases and Rents (to the extent same are not deemed to be real property);
- (vii) all judgments, claims, demands, refunds, deposits, reserves, accounts receivables, cost savings, deposits, rights of action, awards of damages, compensation, and settlements and any other rights to the payment of money hereafter made resulting from or relating to (i) from any condemnation or eminent domain proceedings regarding the Land, the Improvements or any of the Mortgaged Property, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or any of the Mortgaged Property;
- (viii) all insurance policies required by this Mortgage, the unearned premiums therefor, replacement reserve deposits, and all loss proceeds thereof;
- (ix) all management contracts, construction contracts, architectural contracts, service contracts, engineering contracts, construction permits, licenses, advertising contracts, purchase orders, equipment leases, monies in escrow accounts, prepaid expenses, deposits and down payments with respect to additional real property for use or development of the Mortgaged Property, all brochures, and advertising materials, condominium documents and prospectuses;
- (x) all of Borrower's interest in and to all operating accounts, the Loan funds, whether disbursed or not, and any other monies on deposit with or for the benefit of Lender, including deposits for the payment of real estate taxes and insurance and any cash collateral account, bank accounts of Borrower;
- (xi) all proceeds, products, replacements, additions, betterments, extensions, improvements, substitutions; renewals and accessions of any and all of the foregoing; and
- (xii) all of the following types of collateral pertaining to any and all of the property

described above, as defined in the Uniform Commercial Code as in effect from time to time in the State of Florida (the "Code"): accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter of credit rights, commercial tort claims, health care receivables and all books and records relating to the foregoing, provided that Borrower turns over "control" as defined in the Code with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper, the Remittance Account and the Payment Reserve Account.

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