☒ IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN AND FOR SARASOTA COUNTY, FLORIDA
☐ IN THE COUNTY COURT IN AND FOR SARASOTA COUNTY, FLORIDA

RECORDED IN OFFICIAL RECORDS
INSTRUMENT #2009157511 3 PG

12/21/2009 01:41:06 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CIVIL COURTS Receipt # 1232989

Doc Stamp-Mort: $0.00
Intang. Tax: $0.00

DIVISION:	CASE NUMBER:
CIVIL	2009 CA 009725 NC

PLAINTIFF(S)
FIRST STATE BANK,

VS. DEFENDANT(S)
NICHOLAS J. MELONE a/k/a NICHOLAS MELONE, TRACY M. MELONE, MAIN STREET HOLDINGS, LLC, NCN REALTY, LLC, NCN BAKERY, INC., and AVENIDA DE BAHIA, LLC,

CERTIFICATE OF TITLE

The undersigned Clerk of the Circuit Court certifies that he or she executed and filed a certificate of sale in this action on 12/02/2009 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections pursuant to §45.031(4) Florida Statutes.

The following property located in Sarasota County, Florida:

See Attached

was sold to

FIRST STATE BANK,

whose address is

22 Links Avenue, Sarasota, Florida 34236

WITNESS my hand and the seal of this Court on 12/21/2009

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
BY: Margaret L Trotter
Deputy Clerk

FILED FOR RECORD
2009 DEC 21 AM 8:25
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL
STAMPED IN ERROR

FILED 21 DAY DEC 2009
KAREN E. RUSHING, CLERK
B. Brogle
Deputy Clerk

Sale Price $1.00

☑ Doc. Stamp Paid $ .70

☐ Doc. Stamp Due $_____
and outstanding

Case: 2009 CA 009725 NC
00042171555
Dkt: CERTTLR

Parcel 3:

Lots 2 and 3, PALMER COMMERCIAL PARK, as per plat thereof as recorded in Plat Book 25, Page(s) 43, of the Public Records of Sarasota County, Florida.

Less a portion of said Lot 3 described as follows: Commence at the Northeast corner of Lot 3, PALMER COMMERCIAL PARK; thence South 00°19'10"E. along the East line of Lot 3 for 12.50 feet to a point of intersection with a line that is 12.50 feet Southerly of and Parallel with the North line of said Lot 3, said point being the Point of Beginning of the herein described parcel; thence N 89°07'50" W, along the last described parallel line for 18.19 feet, thence S.45°40'32" E. for 25.56 feet to an intersection with the East line of said Lot 3; thence N 00°19'10" W along the East line of Lot 3 for 17.59 feet to the Point of Beginning.

Subject to a 12.5 foot roadway easement per Official Records Book 1599, Page 757, of the Public Records of Sarasota County, Florida. Less therefrom easement area released per Official Records Book 2292, Page 982, said Public Records.

Together with all buildings, structures and improvements of every nature whatsoever situated on the said property, and all furniture, furnishings, fixtures, machinery, equipment, inventory and materials on site, and personal property of every nature whatsoever owned by NCN Realty, LLC ("Mortgagor", "Assignor" or "Debtor") and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing, and all of the right, title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel Mortgage or similar lien or claim together with the benefit of any deposits or payments made by the Mortgagor or on its behalf.

Together with all and singular the tenements, hereditaments, easements and appurtenances, thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, of said Mortgagor in and to the same, and every part and parcel thereof; and also specifically but not by way of limitation all gas and electric fixtures, heaters, water pumps, air conditioning equipment, machinery, ranges, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, cornices, storm shutters and awnings, which pertain to or be used with, in or on said premises.

Together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof.

Together with all right, title and interest in and to the above-described property together with the buildings and improvements situated thereon and together with all easements, rights, appurtenances belonging thereunto and all the Leases and all rights, profits and other income which may be due and owing under any of the Leases or on account of the use of the Premises, together with the right to collect all of said rents, profits and other income which may become due together with any and all landlord's lien rights of Assignor against the Lessees and their property as provided by law, and together with all of Assignor's right, title and interest in and to any security deposits and other sums held by Assignor with respect to the Leases.

Together with all machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the property described above and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever located in, upon or under the property now owned or hereafter acquired by Debtor, including but not limited to all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines, pipes; pumps, tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades, awnings; screens; storm doors and windows; stoves; wall beds; refrigerators, attached cabinets; partitions, ducts and compressors; rugs and carpets; draperies, furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the property and intended to be installed therein, including but not limited to lumber, plaster, cement, shingles, roofing,

plumbing, fixtures, pipe, lath, wall board, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof.

All of the water, sanitary and storm sewer systems owned by the Debtor which are now or hereafter located in, upon or under the Property, including but not limited to all water mains, service laterals, hydrants, valves and appurtenances, and all sanitary sewer lines, including mains, laterals, manholes and appurtenances.

All of Debtor's rights, title and interest in and to the materials, soil, flowers, shrubs, crops, tree, timber and other emblements now or hereafter in, upon or under the property.

All paving for streets, roads, walkways or entrance ways owned by Debtor and which are located on the property.

All of Debtor's interest as lessor in and to all leases or rental arrangements of the property, or any part thereof, heretofore made and entered into, and in and to all leases or rental arrangements hereafter made and entered into by Debtor during the life of the security agreements or any extension or renewal thereof, together with all rents and payments in lieu of rents, together with any and all guaranties of such leases or rental arrangements and including all present and future security deposits and advance rentals, and any and all assignments of rent with respect to the property or any part thereof.

Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise or the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of or decrease in the value of the property.

All of Debtor's right, title and interest in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all proceeds or sums payable for the loss of or damage to (a) the property described herein, or (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the property.

All contracts and contract rights of Debtor arising from contracts entered into in connection with development, construction upon or operation of the property, and all of Debtor's right, title and interest in and to any and all governmental licenses, permits, approvals, allocations and similar matters and documents obtained or to be obtained in connection with said development, construction and operation of the property.

All of Debtor's right, title and interest in and to any trade names, names of businesses or fictitious names of any kind used in conjunction with the operation of any business or endeavor located on the property.

All of Debtor's interest in all utility security deposits or bonds with respect to the property or any part or parcel thereof.