

☒ 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 #2011084135 4 PG

DIVISION:

CIVIL

CASE NUMBER:

2010 CA 001802 NC

07/19/2011 01:04:16 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

CIVIL COURTS 2

Receipt # 1407478

Doc Stamp-Mort: \$0.00

Doc Stamp-Deed: \$0.70

Intang. Tax: \$0.00

STAMP FOR RECORDING

**PLAINTIFF(S)**

FIFTH THIRD BANK, an Ohio banking corporation, successor by merger to First National Bank of Florida and Cape Coral National Bank,

**VS. DEFENDANT(S)**

A&M PROPERTIES, A FLORIDA GENERAL PARTNERSHIP;  
EDWARD D. ADKINS, INDIVIDUALLY; STEVEN L. MARINO,  
INDIVIDUALLY; AND UNKNOWN TENANTS IN POSSESSION  
NOS. 1 THROUGH 3,

**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 July 8, 2011 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:

Fifth Third Bank, an Ohio banking corporation, successor by merger to  
First National Bank of Florida and Cape Coral National Bank,

whose address is 999 Vanderbilt Beach Road, Naples, Florida 34108.

WITNESS my hand and the seal of this Court on July 19, 2011.



KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT

BY: Teresa [Signature]

Deputy Clerk



Doc. Stamp Paid \$0.70



Doc. Stamp Due \$ \_\_\_\_\_  
and outstanding

Case: 2010 CA 001802 NC



**PARCEL 1**

**A portion of Lot 1, SARASOTA COUNTY INTERSTATE BUSINESS CENTER - NORTH - PHASE I, recorded in Plat Book 38, Pages 28, 28A through 28C, of the Public Records of Sarasota County, Florida, described as follows:**

**BEGIN at the Northeast corner of Lot 1, SARASOTA COUNTY INTERSTATE BUSINESS CENTER - NORTH - PHASE I, recorded in Plat Book 38, Pages 28, 28A through 28C, of the Public Records of Sarasota County, Florida;**

**THENCE a bearing of South, along the East line of said Lot 1, a distance of 578.67 feet to a point on a curve to the right, having: a radius of 370.00 feet, a central angle of 37°08'44", a chord bearing of North 49°39'26" West, and a chord length of 235.70 feet (the same being the Southeast corner of said Lot 1);**

**THENCE along the Southerly line of said Lot 1, along the arc of said curve, an arc length of 239.87 feet to the point of reverse curvature of a curve to the left, having: a radius of 430.00 feet, a central angle of 08°17'30", a chord bearing of North 35°13'49" West, and a chord length of 62.17 feet;**

**THENCE along said Southerly line of Lot 1, along the arc of said curve, an arc length of 62.23 feet to the end of said curve;**

**THENCE a bearing of North, parallel with said East line of said Lot 1, a distance of 387.23 feet, to the North line of said Lot 1;**

**THENCE South 86°49'58" East along said North line of Lot 1, a distance of 215.84 feet to the Point of Beginning.**

**PARCEL 2**

**Lot 1, SARASOTA COUNTY INTERSTATE BUSINESS CENTER - NORTH - PHASE I, according to the Plat thereof, as recorded in Plat Book 38, Pages 28, 28A through 28C, of the Public Records of Sarasota County, Florida, LESS that portion of said Lot 1 described in Warranty Deed recorded in O.R. Book 3070, Page 154, of the Public Records of Sarasota County, Florida, and as described in PARCEL 1 hereinabove.**



All rights, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on the property described in Exhibit "B" (herein referred to as "property") or under or above the same or any part or parcel thereof.

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter located in, upon or under the property or any part thereof and used or usable in connection with any present or future operation of the property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all electrical 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, wallboard, 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 now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the property or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances.

All paving for streets, roads, walkways or entrance ways now or hereafter owned by Debtor and which are now or hereafter located on the property or any part or parcel thereof.

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 guarantees of such leases or rental arrangements and including all present and future security deposits and advance rentals.

Any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of 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 described in Exhibit "B" or in this exhibit.

All of the right, title and interest of the Debtor in and to all unearned premiums secured, 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 in Exhibit "B" or 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, operation of or sale of the property, including any agreements for deed and installment land contracts.

All of the right, title and interest of the Debtor 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 Exhibit "B" property.

All of Debtor's interest in all utility securing deposits or bonds on the Exhibit "B" property or any part or parcel thereof.

**PARCEL 1**

Lot 1, SARASOTA COUNTY INTERSTATE BUSINESS CENTER - NORTH - PHASE I, as per plat thereof recorded in Plat Book 38, Page 28, Public Records of Sarasota County, Florida.

LESS that portion thereof described in deed recorded in Official Records Book 3070, Page 154, Public Records of Sarasota County, Florida.

**PARCEL 2**

A parcel of land situated in the State of Florida, County of Sarasota, lying in Section 2, Township 39 South, Range 19 East, being a portion of Lot 1, SARASOTA COUNTY INTERSTATE BUSINESS CENTER - NORTH - PHASE I, Recorded in Plat Book 38, Pages 28, 28A-28C, Public Records of Sarasota County, Florida, and further described as follows:

Beginning at the Northeast corner of Lot 1, SARASOTA COUNTY INTERSTATE BUSINESS CENTER - NORTH - PHASE I, recorded in Plat Book 38, Pages 28, 28A-28C, Public Records of Sarasota County, Florida; thence South along the East line of said Lot 1, a distance of 578.67 (Record - 578.82) feet to a point on the curve to the right having a radius of 370.00 feet, a central angle of  $37^{\circ}08'44''$ , a chord bearing of  $N 49^{\circ}36'26'' W$  and a chord length of 235.70 feet, same being the Southeast corner of said Lot 1, thence Westerly along the Southerly line of said Lot 1, along the ARC of said curve, an ARC length of 239.87 feet to the point of reverse curvature of a curve to the left, having a radius of 430.00 feet, a central angle of  $08^{\circ}17'30''$ , a chord bearing of  $N 35^{\circ}13'49'' W$  and a chord length of 62.17 feet; thence Westerly along said Southerly line of Lot 1, along the ARC of said curve, an ARC length of 62.23 feet to the End of said curve; thence a bearing of North, parallel with said East line of said Lot 1, a distance of 387.23 feet, to the North line of said Lot 1, thence  $S 86^{\circ}49'58'' E$  along said North line of Lot 1, a distance of 215.84 feet to the Point of Beginning.

Parcel contains 108,904 square feet or 2.50 acres, more or less.

Bearings are based on the West line of Section 2, Township 39 South, Range 19 East, as bearing  $N 00^{\circ}31'14'' E$ .