

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 #2012103644 5 PG

DIVISION:

CIVIL

CASE NUMBER:

2011 CA 010122 NC

08/10/2012 12:32:53 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CIVIL COURTS Receipt # 1527115

Doc Stamp-Mort: \$0.00
Doc Stamp-Deed: \$700.70
Intang. Tax: \$0.00

STAMP FOR RECORDING

PLAINTIFF(S)
AMERICAN MOMENTUM BANK

VS. DEFENDANT(S)
SARASOTA INVESTMENT COMPANY, INC., J. RUSSELL KLOSNER, SANDPIPER OF SARASOTA, INC., and JOHN DOE and JANE DOE, fictitious names intending to name as party Defendants any person(s) or entity(ies) who may claim a right, title or interest in the subject property by virtue of occupancy thereof, or other rights claimed by tenants,

FILED FOR RECORD
2012 AUG 10 AM 11:56
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

Case: 2011 CA 010122 NC
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Dkt: CERTCLR

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 30, 2012 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:
PARCEL 1: That portion of Tract 70, Palmer Farms, Second Unit, recorded in Plat Book 3, Page 20, Public Records of Sarasota County, Florida, described as follows: Begin at the point of intersection of the Southerly line of Tract 70, Palmer Farms, Second Unit, recorded in Plat Book 3, Page 20, Public Records of Sarasota County, Florida and the East right of way line of Porter Road (50 foot wide Right of Way); thence N.00°30'00"E., along the Easterly right of way line of said Porter Road, a distance of 165.65 feet; thence N.44°56'00"W. along said Easterly right of way line, a distance of 73.17 feet; thence N.51°07'54"E., a distance of 1102.86 feet to the Southerly line of a 52 feet wide drainage right of way; thence S.15°20'08"E. along the Westerly line of Tract "L" as per the plat of Eastern Industrial Park Section II, recorded in Plat Book 32, Pages 31, 31A through 31D of the Public Records of Sarasota County, Florida, a distance of 502.46 feet to intersect the Southerly line of said Tract 70, Palmer Farms, Second Unit; Thence S. 65°43'00"W. along the Southerly line of said Tract 70, said line also being the Northerly line of Eastern Industrial Park Section II, a distance of 1032.86 feet to the Point of Beginning.

(A) Together with all the improvements erected on such property and all fixtures attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate,

Same Price \$ 100.001.00
 Doc. Stamp Paid \$ 700.70
 Doc. Stamp Due \$ _____
and outstanding

right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever of SARASOTA INVESTMENT COMPANY, INC., J. RUSSELL KLOSNER and SANDPIPER OF SARASOTA, INC. ("Mortgagor", "Borrower" or "Debtor") of, in and to the same in every part and parcel thereof.

(B) Together with a security interest in all personal property and fixtures affixed to or located on the property described above.

(C) Together with all rents, leases, issues, profits, revenue, income, proceeds and other benefits from the property described above.

(D) All insurance policies and proceeds thereof and all condemnation proceeds, awards, damages, and claims relating to or derived from the property described above and in paragraphs (A), (B) and (C) hereof.

(E) Everything referred to in paragraphs (A), (B), (C) and (D) hereof and any additional property hereafter acquired by Mortgagor or any part of these properties referred to as the "Mortgaged Property."

Together with the following

All rights, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other materials on the property described herein or under or above the same or any part or parcel thereof.

All machinery, apparatus, equipment, fittings, fixtures attached to the property described herein, and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature 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 acquired by Debtor; together with all building materials and equipment delivered to the property and intended to be installed therein; 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 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 liners, including mains, laterals, manholes and appurtenances.

All paving for streets, roads, walkways or entranceways owned by Debtor and which are located on the property or any part of 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, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or deposits and rental advances.

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 described herein.

All of right, title, interest of the Debtor in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies 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 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 property herein.

All of Debtor's interest in all utility security deposits or bonds on the property described herein or any part or parcel thereof.

All contracts and contract rights, general intangibles and accounts receivables owned or entered into by Debtor in connection with development, construction upon or operation of the property.

PARCEL 2: The Southerly 180 feet of Lots 4 and 6, lying Westerly of Seaboard Coastline Railroad right-of-way, Block 1, Bee Ridge Farms Subdivision, of Section 3, Township 37 South, Range 18 East;

The Southerly 75 feet of the North 480.5 feet of the West 294.75 feet of Lot 6, Block 1, Bee Ridge Farms Subdivision, of Section 3, Township 37 South, Range 18 East;

The East 100 feet of the West 394.75 feet of the South 135.5 feet of the North 480.5 feet of Lot 6, Block 1, of Bee Ridge Farms Subdivision, of Section 3, Township 37 South, Range 18 East; Said Subdivision being recorded in Plat Book "A", Page 40, of the Public Records of Sarasota County, Florida. EXCEPTING therefrom that 6 foot portion lying within the limits of Sawyer Road, as per taking in Official Records Book 1678, Page 1787 and Official Records Book 2737, Page 1316, of the Public Records of Sarasota County, Florida.

TOGETHER WITH a non-exclusive easement appurtenant for ingress and egress over the West 394.75 feet of the South 30 feet of the North 345 feet of said Lot 6, Block 1, Bee Ridge Farms, Section 3, Township 37 South, Range 18 East, Plat Book "A", Page 40, of the Public Records of Sarasota County, Florida.

Together with

(a) Improvements, Fixtures, Personal Property All buildings, structures and improvements, situated on the property, and all fixtures or appurtenances erected on the property, and all machinery, equipment and personal property (including any construction and building materials) of every nature whatsoever including all furniture, furnishings, goods, equipment and inventory, together with proceeds thereof and any replacements thereof, which may be located on the mortgaged property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunder belonging or in any way appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, of the SARASOTA INVESTMENT COMPANY, INC. ("Mortgagor," "Borrower" or "Debtor") in and to the same, and every part and parcel thereof, and also all gas and electric fixtures, cabinets, ovens, hoods, vent fans, radiators, heaters, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, washing machines, dryers, stoves, disposals, refrigerators, dishwashers, carpeting, drapes, all electrical conduit, light fixtures, plumbing lines and fixtures, mantels, window screens, screen doors, venetian blinds, storm shutters and awnings, pool equipment and other recreational equipment; all furniture, furnishings, and equipment necessary to the operation of the property, owned by the Mortgagor and located in, on, or under, or used or intended to be used in connection with the operation of the property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing.

(b) Easements. All easements, rights of way, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever of the Mortgagor of, in and to the same.

(c) Eminent Domain. All judgments, awards, damages, and settlements rendered or paid, resulting from condemnation proceedings, concerning the property or the taking of the property or any part of the property under the power of eminent domain.

(d) Insurance Proceeds. All Mortgagor's right, title and interest in all unearned premiums accrued, accruing, or to accrue under any and all insurance policies and all proceeds or sums payable for the loss of or damage to (a) the property, or (b) rents, revenues, income, profits, or proceeds from leases, concessions, or licenses, of or on any part of the property.

(e) Licenses, Permits, Etc. All Mortgagor's interest in any licenses, permits, deposits, tap fees, utility agreements, or similar items, which in any way, relate to or are useful in connection with the operation of the property or the improvements thereon.

(f) Rents and Profits. All rents, issues, profits, proceeds, and revenues derived from room rentals, or from the operation of any business or service located on the property.

Together all rents, issues profits and income from the property, and each and every part and parcel thereof, and also all right, title and interest of the Borrower under and by virtue of each and every franchise, license, permit, lease, contract for deed or purchase and sale agreement ("purchase agreement"), or any other document or contractual right, written or verbal, including but not limited to, any rights of Borrower as Developer or Declarant pursuant to any declaration of Condominium or Homeowners Association Documents, covering any part or parcel of the property, and any and all amendments to or modifications, extensions, renewals thereof and all proceeds thereof.

Together with the following

All rights, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber and other materials on the property described herein or under or above the same or any part or parcel thereof.

All machinery, apparatus, equipment, fittings, fixtures attached to the property described herein, and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature 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 acquired by Debtor, including but not limiting the generality of the foregoing, 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; 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 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 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 owned by Debtor and which are located on the property or any part of 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, together with all rents and payments in lieu of rents, together with any and all guarantees of such leases or deposits and rental advances.

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 alternation of the grade of any street, or (c) any other injury to, taking of or decrease in the value of the property described herein.

All of the right, title, interest of the Debtor in and to all unearned premiums accrued, accruing, or to accrue under any and all insurance policies 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.

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 property herein.

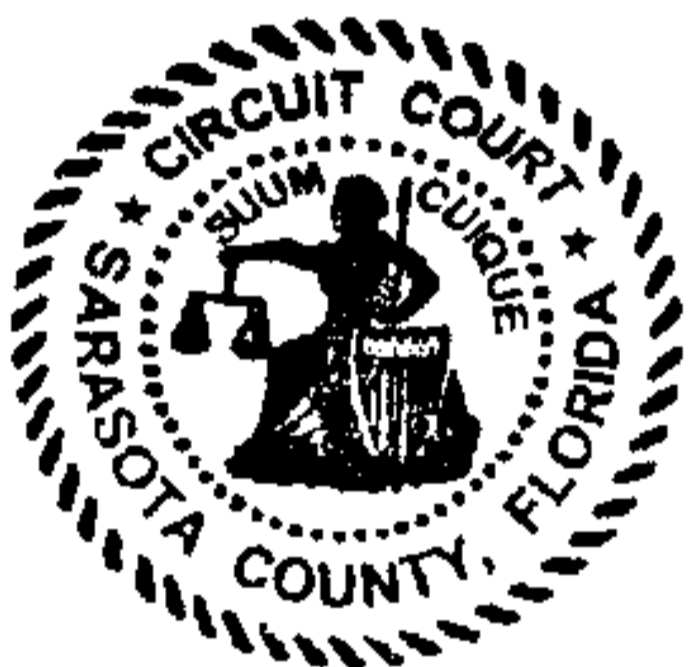
All of Debtor's interest in all utility security deposits or bonds on the property described herein or any part or parcel thereof.

was sold to: Pursuant to the Assignment of Bid filed on August 1, 2012, Plaintiff assigns its bid to:

BRAZOS XX LLC, A FLORIDA LIMITED LIABILITY COMPANY

whose address is: 4830 WEST KENNEDY BLVD., SUITE 200, TAMPA, FL 33609.

WITNESS my hand and the seal of this Court on August 10, 2012.



KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT

BY: 
Deputy Clerk