

**CIRCUIT/COUNTY COURT  
PINELLAS COUNTY, FLORIDA  
CIVIL DIVISION**

UCN: 522007CA013200XXCICI

REF: 07-13200-CI

01  
No Recording Fee  
41 Doc Stamps \$ \_\_\_\_\_

CLEARWATER BASIN MARINA LLC

Plaintiff(s),

vs.

S.I.D. CLEARWATER MARINA, ET AL

Defendant(s)

Documentary Tax Pd. \$ 1.70  
\$ \_\_\_\_\_ Intangible Tax Pd.  
KEN BURKE, Clerk Pinellas County  
By: \_\_\_\_\_ Deputy Clerk

**CERTIFICATE OF TITLE**

The undersigned Clerk of the Circuit Court certifies that he executed and filed a Certificate of Sale in this action on JUNE 15, 2009, for the property described herein and that no objections to the sale have been filed within the time for filing objections.

The following property in Pinellas County, Florida:

**SEE ATTACHED LEGAL DESCRIPTION EXHIBIT A**

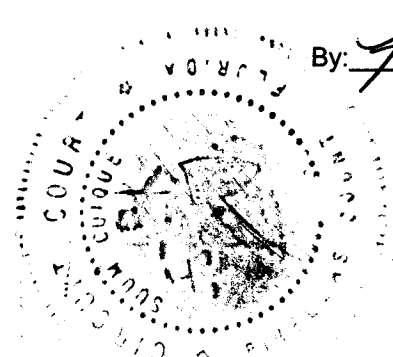
was sold to: CLEARWATER BASIN MARINA, LLC.

whose address is C/O JOHNSON POPE BOKOR LLP PO BOX 1368 CLEARWATER FLORIDA 33757-1368

WITNESS my hand and the seal of this Court on JUNE 26, 2009.

**KEN BURKE**  
Clerk of the Circuit Court

By: *Ken M. Burkawicz*  
Deputy Clerk



(TOTAL)  
TOTAL: \$ .70  
CHECK AMT. TENDERED: \$ .70  
BUSINESS CHECK 023075  
UCN # = 522007CA013200XXCICI  
55 219-07013200CI CLEARWATER B  
51185524 06-15-2009 14:26:58 H46  
PINELLAS COUNTY, FLORIDA (277) 582-7771  
KEN BURKE, CLERK OF THE COURT  
CIVIL DIVISION - Rev. 01-01-2003

**S.I.D. CLEARWATER MARINA, LLC.**  
**MORTGAGED PROPERTY DESCRIPTION**

A PART OF A PARCEL OF LAND BEING IN THE STATE OF FLORIDA, COUNTY OF PINELLAS, CITY OF CLEARWATER, SECTION 9, TOWNSHIP 29 SOUTH, RANGE 15 EAST, KNOWN TO BE CLEARWATER BAY MARINA.

COMMENCE AT THE NORTHEAST CORNER OF LOT 2, BLOCK 2, J.A. GORRA'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 44, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE S. 89 deg. 05'15" E. A DISTANCE OF 0.13 FEET TO THE WESTERLY CURB AND GUTTER ON OSCEOLA AVENUE, THENCE N. 14 deg. 37'54" E. ALONG SAID CURB A DISTANCE OF 64.94 FEET, THENCE N. 89 deg. 10'02" W. A DISTANCE OF 9.62 FEET TO THE N.E. CORNER OF LOT 1, BLOCK 2, J.A. GORRA'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 44, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE N. 89 deg. 11'44" W. ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 2, OF SAID J.A. GORRA'S SUBDIVISION, A DISTANCE OF 151.37 FEET; THENCE N. 88 deg. 53'14" W., A DISTANCE OF 119.57 FEET, THENCE N. 89 deg. 26'34" W. ALONG A CONCRETE SEAWALL A DISTANCE OF 658.64 FEET, TO THE BULKHEAD LINE, FOR THE INTERCOASTAL WATERWAY, THENCE S. 10 deg. 51'33" W., ALONG SAID BULKHEAD LINE, A DISTANCE OF 72.13 FEET; THENCE ALONG THE EDGE OF A BOAT BASIN THE FOLLOWING 2 COURSES RUN S. 79 deg. 35'38" E., A DISTANCE OF 25.51 FEET, THENCE N. 10 deg. 55'31" E., A DISTANCE OF 49.72 FEET TO A POINT ON A LINE DESCRIBED IN THE OFFICIAL RECORD BOOK 572, PAGE 607, SIGNED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA; THENCE ALONG THOSE LINES AS DESCRIBED THE FOLLOWING 5 COURSES RUN S. 89 deg. 26'34" E., A DISTANCE OF 46.20 FEET THENCE S. 00 deg. 33'26" W., A DISTANCE OF 45.00 FEET THENCE S. 89 deg. 26'34" E., A DISTANCE OF 216.00 FEET THENCE N. 00 deg. 33'26" E., A DISTANCE OF 20.00 FEET THENCE S. 89 deg. 26'34" E., A DISTANCE OF 135.07 FEET TO THE EDGE OF A CONCRETE SEAWALL THENCE S. 00 deg. 34'24" E., A DISTANCE OF 95.70 FEET TO A POINT ON A LINE DESCRIBED IN DEED NO. 19440, SIGNED BY THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA; THENCE ALONG THOSE LINES DESCRIBED THE FOLLOWING 3 COURSES RUN N. 88 deg. 55'00" W., A DISTANCE OF 38.06 FEET THENCE S. 01 deg. 05'00" W., A DISTANCE OF 185.00 FEET THENCE S. 88 deg. 55'00" E., A DISTANCE OF 16.86 FEET TO THE EDGE OF A CONCRETE SEAWALL THENCE ALONG SAID SEAWALL EDGE S. 26 deg. 42'03" W., A DISTANCE OF 32.30 FEET TO A POINT ON THE NORTH LINE OF A PARCEL DESCRIBED IN O.R. BOOK 101, PAGE 274; DEED OF CONVEYANCE BY THE CITY OF CLEARWATER, THENCE CONTINUE S. 26 deg. 42'03" W., A DISTANCE OF 88.57 FEET; THENCE S. 62 deg. 35'42" E., A DISTANCE OF 9.02 FEET; THENCE N. 72 deg. 58'53" E., A DISTANCE OF 176.33 FEET; THENCE S. 77 deg. 22'56" E., A DISTANCE OF 74.93 FEET; THENCE S. 89 deg. 28'00" E., A DISTANCE OF 136.63 FEET; THENCE S. 15 deg. 58'45" W., A DISTANCE OF 29.86 FEET; THENCE S. 77 deg. 21'01" E., A DISTANCE OF 29.97 FEET; THENCE N. 15 deg. 58'45" E., A DISTANCE OF 58.92 FEET; THENCE S. 77 deg. 10'47" E., A DISTANCE OF 99.93 FEET; THENCE N. 04 deg. 42'59" E., A DISTANCE OF 155.17 FEET; THENCE N. 14 deg. 24'44" E., A DISTANCE OF 162.60 FEET; THENCE N. 16 deg. 21'04" E., A DISTANCE OF 29.98 FEET; TO THE POINT OF BEGINNING. (hereafter, the "Premises")

TOGETHER WITH:

**EXHIBIT "A"**

- (i) all leasehold estate, and all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;
- (ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;
- (iii) all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights;
- (iv) any and all buildings, structures and improvements now or hereafter erected thereon, including, but not limited to the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements");
- (v) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of the Premises, all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing; ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain or be used with, in or on the Premises even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to the Premises contemplating installation or use in any construction to be performed thereon and all rights and interests of Mortgagor in building permits and architectural plans and specifications relating to contemplated construction or Improvements on the Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of the Premises or Improvements thereon, except for the personal property of any tenants occupying the Premises (sometimes hereinafter referred to as the "Personal Property");
- (vi) all awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by Mortgagee in the collection or handling thereof, toward the payment, in full or in part, of the Note, notwithstanding the fact that the amount owing thereon may not then be due and payable;
- (vii) all rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same;
- (viii) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including -- without limitation all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property; and,
- (ix) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.