

When recorded, return to:

Mr. Gregg Seibert
Spirit SPE Portfolio 2004-6, LLC
14631 North Scottsdale Road
Suite 200
Scottsdale, Arizona 85254-2711

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made on September 24, 2004, by GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("Grantor"), successor by merger with Franchise Finance Corporation of America, a Maryland corporation, sole shareholder and successor by dissolution of FFCA Acquisition Corporation, a Delaware corporation, whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255, to SPIRIT SPE PORTFOLIO 2004-6, LLC, a Delaware limited liability company ("Grantee"), whose address is 14631 North Scottsdale, Suite 200, Scottsdale, Arizona 85254-2711.

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee, all that certain real estate located in Volusia County, Florida, described on the attached Exhibit A hereto together with the buildings, fixtures and improvements now located thereon, (the "Property");

SUBJECT TO all taxes, assessments, liens, easements, encumbrances and restrictions of record and all matters that an accurate inspection or survey of the Property would disclose;

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD, the same in fee simple forever;

AND the Grantor, subject to the matters set forth above, hereby binds itself to warrant and defend title to the Property as against all acts of the Grantor and those claiming by, through or under Grantor herein and none other.

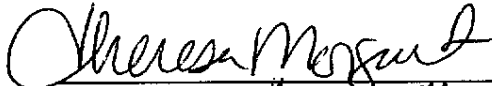
8000-6680
Orange City, Florida


RETURN TO: 0-040510-L (MP)
LandAmerica - Fl. Comm. Prod.
2400 Maitland Center Pkwy., Suite 105
Maitland, FL 32751

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal
the day and year first above written.

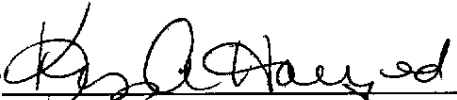
Signed, sealed and delivered in our presence:

WITNESSES;


Printed Name Theresa Morgan


Printed Name Erin Verplank

GE CAPITAL FRANCHISE FINANCE
CORPORATION, a Delaware
corporation

By 
Printed Name Kelly A. Hallford
Its Vice President

8000-6680
Orange City, Florida

STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

Kelly A. Hallford

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Mary E. Lorenz, Vice President-Collateral Management of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation, to me known to be the person described in and who executed the foregoing instrument and that he acknowledged before me that he executed the same, on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid on Sept. 22nd, 2004.

[Signature]

Printed Name: Sean Erickson
Notary Public, Maricopa County, Arizona

My Commission Expires:

2-20-06



The following information is provided pursuant to Florida Statutes Section 689.02(2):

Property Appraiser's Parcel Identification Number(s) (if applicable): 8011-08-29-0221

Prepared by: Todd J. Weiss, Esq.
GE Capital Franchise Finance Corporation
17207 North Perimeter Drive
Scottsdale, Arizona 85255-5402

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

The North 210.0 feet of the west 286.0 feet of Lots 22, 23, 30 and 31, Block 29, ASSESSOR'S SUBDIVISION OF ORANGE CITY, as recorded in Map Book 3, Page 86, of the Public Records of Volusia County, Florida, described as follows:

The North 210.0 feet of the west 286.0 feet of the following described property: Commencing at the intersection of the North Right of Way Line of Rhode Island Avenue and East Right of Way line of U.S. Highway 17 and 92, as now laid out; run thence North 00° 04' 25" East along said East right of way line a distance of 426.80 feet to the Point of Beginning; thence continue North 00° 04' 25" East along said right of way line a distance of 420.00 feet; thence South 89° 55' 35" East, a distance of 1025.48 feet; thence South 00° 04' 25" West a distance of 420.00 feet; thence North 89° 55' 35" West, a distance of 1025.48 feet to the Point of Beginning.

Said parcel being Also described as follows:

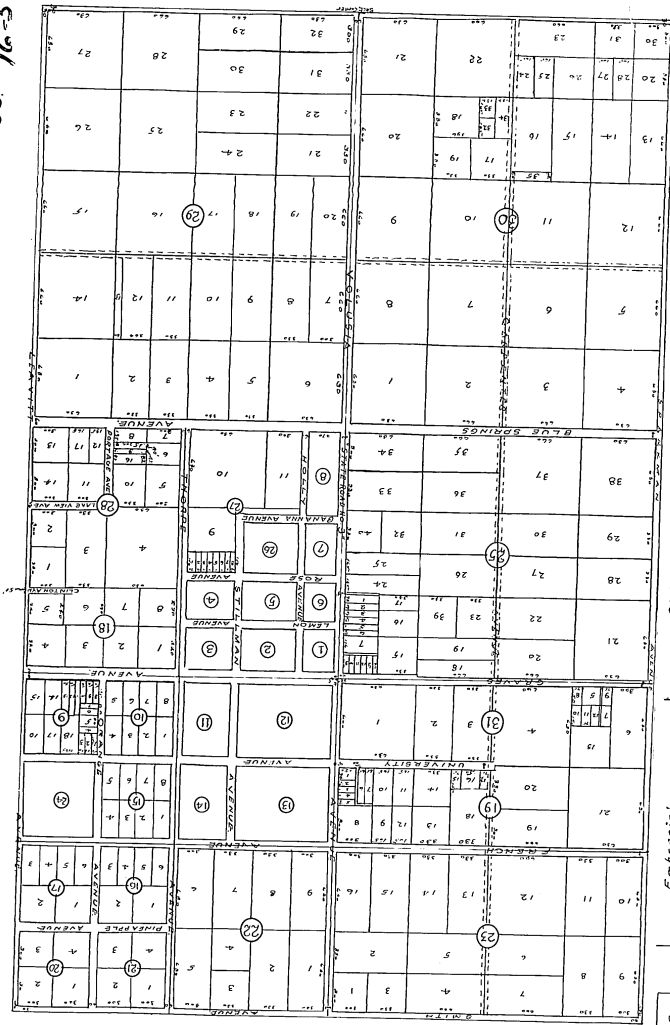
The North 1/2 of the West 286 feet of the following described property:

Begin at the Northwest corner of Lot 1, Block C, Orange City Industrial Park, Plat Book 36, Page 94, Public Records of Volusia County, Florida, run thence North along the East right-of- way line of U.S. 17-92 a distance of 420 feet to the South line of Block D, Orange City Industrial Park, run thence East along the South line of said Block D, Orange City Industrial Park, a distance of 1025.48 feet to the Southeast corner of Lot 10, Block D, Orange City Industrial Park, run thence South and parallel to U.S. 17-92 a distance of 420 feet to the Northeast corner of Lot 10, Block C, Orange City Industrial Park; run thence West along the North line of said Block C a distance of 1025.48 feet to the Point of Beginning.

Order No: O-040510-L

Customer Reference No: 04-043860

3-86. 16-54



Filed in Office
 Vol. 16, P. 54
 16-54

PLAT OF THE
 Assessors Subdivision
 ORANGE CITY
 Volusia County,
 FLORIDA

SW 1/4 Sec. 10
 and SW 1/4 Sec. 11
 T. 32 N. R. 16 E. S. 10
 Block 123, Assessor's Map of Orange Co.
 16-54

TRUE COPY MAP
 IN BOOK NO. 86
 PAGE NO. 86
 CLERK
 17

26310558

BOOK PAGE
VOLUSIA COUNTY
FLORIDA

DISTRIBUTION EASEMENT

 FILED FOR RECORD
 RECORD VERIFIED
 DEC 4 8 22
 OFFICE OF COUNTY CLERK
 Volusia County, Florida

112822

THIS EASEMENT, Made this day between Spartan Food Systems, Inc.
 its successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION, a Florida corporation, its suc-
 cessors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Volusia County, Florida, to wit:

A 5 foot wide Easement Area defined as comprising the North 5' of the following described property: Commence at the intersection of the North right-of-way line at Rhode Island Ave. and the East right-of-way line of U.S. Hwy 17 and 92, as now laid out, run thence N 00° 04' 25" East, along said East right-of-way line a distance of 426.80 feet to the Point-of-Beginning; thence continue N 00° 04' 25" East, along said East right-of-way line a distance of 420.00 feet; thence South 89° 55' 35" East, a distance of 1025.48 feet; thence South 00° 04' 25" West, a distance of 420.00 feet; thence North 89° 55' 35" West, a distance 1025.48 feet to the Point-of-Beginning. Section 11, Township 18 South, Range 30 East, Town of Orange City, Volusia County, Florida.

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

 Section 11, Township 18 South, Range 30 East, County Volusia
 Project Name: Quincy's - Pil Ext. S. Volusia Ave. O.C. R-84-0663

This document prepared by
 BLAIR W. CLARK
 RETURN TO: Real Estate Dept.
 Florida Power Corporation
 P. O. Box 14842
 St. Petersburg, FL 33733

 RECEIVED \$ 4.00 REC'D PAYMENT AS
 INDICATED FOR CLERK'S
 "NOT" INTANGIBLE & DOC
 STAMP TAXES. SIGNED

 Notarized Court Volusia Co. Florida V. G. Smith
 Corporate 913 532 (S)

11P95
55.50

BOOK PAGE
3912 2170
VOLUSIA CO., FL

ORDINANCE NO. 94-2- 8

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA, REPEALING ORDINANCE 92-2-2, IN ITS ENTIRETY; ADOPTING A REVISED RESERVED AREA FOR THE PROVISIONS OF WATER AND WASTEWATER SERVICE FOR THE CITY OF ORANGE CITY, PURSUANT TO THE AUTHORITY OF CHAPTER 180, FLORIDA STATUTES; PROVIDING A LEGAL DESCRIPTION FOR SAID AREA; PROVIDING THAT SAID SERVICE AREA SHALL NOT EXTEND FOR MORE THAN FIVE (5) MILES FROM THE CORPORATE LIMITS FROM THE CITY OF ORANGE CITY; CONTAINING A REPEALER PROVISION, A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

FILED FOR RECORD
RECORD VERIFIED
053977

WHEREAS, Florida Statute Section 180.02 (1985) provides that any municipality may extend and execute all of its corporate powers applicable for the accomplishment of the purposes of Chapter 180, Municipal Public Works, outside of its corporate limits, as may be desirable or necessary for the promotion of the public health, safety and welfare, provided, however, that said corporate powers shall not extend or apply within the corporate limits of another municipality.

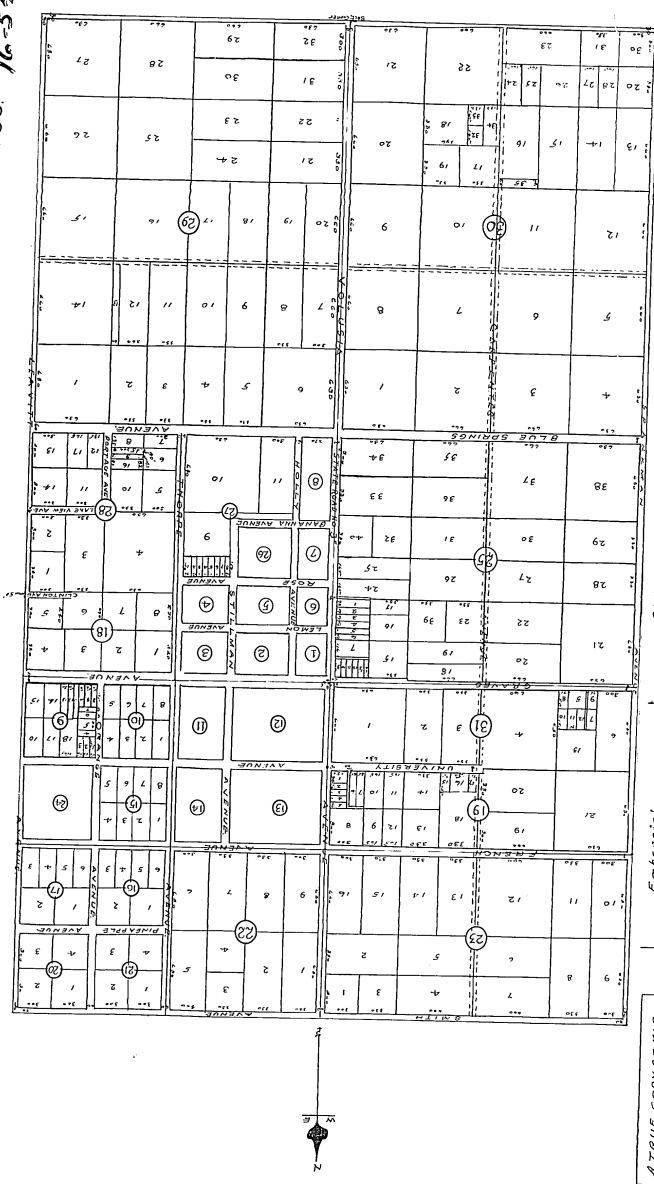
94 APR 11 AM 10:44
CLERK OF THE CIRCUIT
3 CITY COURT VOLUSIA CO., FL
Anna M. McFarlane

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF ORANGE CITY, FLORIDA;

SECTION 1. Creation Purpose. There is hereby created under authority of Florida Statutes Section 180.02 (1985) an area defined as the "City of Orange City Water and Wastewater Chapter 180 Reserve Area" for the purpose of delivering to that area water and wastewater services and exercising within that area the powers provided for by law.

SECTION 2. Reference to Orange City Chapter 180 Reserve Area: Wherever reference is made in this chapter to the Orange City Reserve Area, such reference shall be construed to mean the Orange City Water and Wastewater Chapter 180 Reserve Area.

3-86. 16-91



TRUE COPY OF MAP
IN BOOK NO. 3
P. 16-91
CLERK

Enclined
SW 1/4 Sec. 19
any other Sec. 19
Twp. 16 S. R. 50 E. S. 19
Volusia County, Florida
not shown as a company

PLAT OF THE
Assessor's Subdivision ...
ORANGE CITY
Volusia County,
FLORIDA

SW 1/4 Sec. 19
any other Sec. 19
Twp. 16 S. R. 50 E. S. 19
Volusia County, Florida
not shown as a company

This instrument prepared by:

Edward Kile
GE Capital Franchise Finance Corporation
17207 North Perimeter Drive
Scottsdale, Arizona 85255

When recorded, return to:

LexisNexis Document Solutions
P. O. Box 2969
Springfield, Illinois 62708
S

ration

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of August 31, 2001, between GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("Lessor"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255, and BARNHILL'S BUFFET, INC., a Tennessee corporation ("Lessee"), whose address is 226 Palafox Place, Fifth Floor, Pensacola, Florida 32501.

WITNESSETH:

1. Lessor, as lessor, and Lessee, as lessee, entered into that certain lease dated as of August 31, 2001 (the "Lease"), for the premises located at 1070 South Volusia Avenue, Orange City, Volusia County, Florida, together with all buildings and fixtures located thereon, and legally described on Exhibit A attached hereto (collectively, the "Premises").
2. The Lease sets forth the above names and addresses of the parties thereto.
3. The term of the Lease commenced on December 1, 2001 (the "Effective Date") and expires on November 30, 2006.
4. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for two (2) additional successive periods of five (5) years each. The maximum date to which this lease may be extended is November 30, 2016. Lessee's rights of extension are as set forth in the Lease. Failure to exercise any of the foregoing rights to extend the term of the Lease shall render null and void the subsequent right or rights to extend the term.

Prepared By:
Todd Weiss, Esq.
GE Capital Franchise Finance Corp
17207 N. Perimeter Dr.
Scottsdale, AZ 85255

10/18/2004 08:28 AM
Instrument# 2004-259922
Book: 5419
Page: 221

2

~~When recorded, return to:~~

Mr. Gregg Seibert
Spirit SPE 2004-6, LLC
14631 North Scottsdale Road
Suite 200
Scottsdale, Arizona 85254-2711

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE (this "Memorandum") is made as of September 24, 2004, by and among GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("Assignor") successor by merger to Franchise Finance Corporation of America, a Maryland corporation, sole shareholder and successor by dissolution of FFCA Acquisition Corporation, a Delaware corporation whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255, and SPIRIT SPE PORTFOLIO 2004-6, LLC, a Delaware limited liability company ("Assignee"), whose address is 14631 North Scottsdale Road, Suite 200, Scottsdale, Arizona 85254-2711.

WITNESSETH:

1. Assignor and Barnhill's Buffet, Inc., a Tennessee corporation, ("Lessee"), entered into that certain lease dated as of August 31, 2001, (the "Lease") with respect to the premises located in Orange City, Volusia County, Florida, and more particularly described on Exhibit A attached hereto, together with all buildings, structures, fixtures and improvements located thereon (collectively, the "Premises").

2. A memorandum of the Lease was recorded in the Official Records of Volusia County, Florida on September 20, 2001, at Official Record Book 4746, Page 1640.

3. Pursuant to that certain Master Assignment and Assumption of Lessor's Interest in Leases dated of even date herewith, by and between Assignor and Assignee (the "Assignment"), Assignor has assigned all of its right, title and interest under the Lease to Assignee and Assignee has agreed to be bound by all of the terms and conditions under the Lease.

4. Original copies of the Assignment are in the possession of the parties hereto. The Assignment contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties dealing with the Premises on notice of the existence of the Assignment and, where appropriate, its contents, and shall ratify and confirm all other terms of the Assignment as fully as if the same had been set forth herein. Additional information concerning the terms of the Assignment can be obtained from the parties hereto at the addresses set forth above.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of February 28, 2005, by and between **SPIRIT SPE PORTFOLIO 2004-6, LLC**, a Delaware limited liability company ("Lessor"), whose address is 14631 North Scottsdale Road, Suite 200, Scottsdale, Arizona 85254-2711, and **BARNHILL'S BUFFET, INC.**, a Tennessee corporation ("Lessee"), whose address is 226 Palafox Place, 5th Floor, Pensacola, Florida 32501.

Recitals

Lessor and Lessee entered into that certain Amended and Restated Master Lease Agreement (the "Lease") dated February 11, 2005 (the "Effective Date"), the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein, whereby Lessor has leased to Lessee, and Lessee has rented and leased from Lessor, on and subject to the terms, provisions and conditions of the Lease, certain parcels of real property, including, without limitation, that certain real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property"). Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

The Lease amends and restates in its entirety that certain Lease dated August 31, 2001 by and between GE Capital Franchise Finance Corporation ("Original Lessor") and Lessee with respect to the Property, as assigned to Lessor pursuant to that certain Master Assignment and Assumption of Lessor's Interest in Leases dated as of September 24, 2004 between Original Lessor and Lessor (the "Original Lease"), as evidenced by that certain Memorandum of Lease dated August 31, 2001 and recorded in the real property records of Volusia County, Florida in Book 4746 at Page 1640 (the "Original Memorandum").

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Property. The term of the Lease commences as of the Effective Date and expires on March 31, 2019, unless extended as provided below or terminated sooner as provided in the Lease.

2. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to three (3) additional successive periods of five (5) years each, by written notice to Lessor as provided in the Lease.

3. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PROPERTY OR LESSEE'S LEASEHOLD INTEREST THEREIN AND ANY SUCH PURPORTED

Prepared By:
Brett M. Ardman, Esq.,
Lewis & Roca
40 N. Central Ave
Phoenix, AZ 85004

10/18/2004 08:28 AM
Doc stamps 2705.15
Intangible Tax 1545.63
Instrument# 2004-259923
Book : 5419
Page : 226

**MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made as of September 24, 2004, by SPIRIT SPE PORTFOLIO 2004-6, LLC, a Delaware limited liability company ("Borrower"), whose address is 14631 North Scottsdale Road, Suite 200, Scottsdale, Arizona 85254-2711, to and for the benefit of GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation ("Lender"), whose address is 17207 N. Perimeter Drive, Scottsdale, Arizona 85255.

PRELIMINARY STATEMENT:

The capitalized terms used in this Mortgage, if not elsewhere defined herein, are defined as indicated in Article I. Borrower holds the fee simple interest in the Premises, subject to the Permitted Exceptions. Borrower is executing this Mortgage for the purpose of granting the interest of Borrower in and to the Mortgaged Property (as defined in the Granting Clauses below) as security for the payment of the Obligations. The Mortgaged Property shall be and remain subject to the lien of this Mortgage and shall constitute security for the Obligations so long as the Obligations shall remain outstanding.

THIS MORTGAGE COVERS EQUIPMENT AND GOODS WHICH ARE OR ARE TO BECOME FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT, AS A FIXTURE FILING AND IS TO BE FILED IN THE REAL ESTATE RECORDS.

GRANTING CLAUSES:

Borrower, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby create a security interest in, mortgage, grant, bargain, sell, assign, pledge, give, transfer, set over and convey unto Lender and to its successors and assigns WITH POWER OF SALE AND RIGHT OF ENTRY, for the benefit and security of Lender and its successors and assigns, all of Borrower's estate, right, title and interest in, to and under any and all of the following property (the "Mortgaged Property"), whether now owned or hereafter acquired, subject only to the Permitted Exceptions:

Premises, Rents and Derivative Interests

The Premises, all rents, issues, profits, royalties, income and other benefits derived from the property comprising the Premises and the Personal Property (as defined below) or any portion thereof (collectively, the "Rents"); the Assigned Lease and all other leases or subleases covering the Premises and the Personal Property or any portion thereof now or hereafter existing or entered into (collectively, "Leases" and individually, a "Lease"), including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature and all guaranties relating to the Leases; all options to purchase or lease the Premises and the Personal Property or any portion thereof or interest therein, and any greater estate in the Premises; all interests, estate or other claims, both in law and in equity, with respect to the Premises and the Personal Property or any portion thereof; all easements, 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 and shares of stock evidencing the same; all land lying within the right-of-way of any street, open or proposed, adjoining the Premises and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

1526653 2

Mortgage
Orange City, Florida
GE No. 8000-6680
Contract No. 26311

RETURN TO: 0-040510-L (MP)
LandAmerica - Fl. Comm. Prod.
2400 Maitland Center Pkwy., Suite 105
Maitland, FL 32751

**ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

GE Property ID: 80006680
Spirit Loan No.: P0000417
Original Principal Loan Amount: \$772,817

FOR VALUE RECEIVED, the undersigned assignor ("Assignor") does hereby grant, bargain, sell, assign, transfer and convey to the following assignee ("Assignee"):

Citibank, N.A., in its capacity as collateral agent under the Collateral Agency Agreement dated as of April 27, 2005, as the same may be amended from time to time, whose address is 390 Greenwich Street, New York, New York 10013

all of Assignor's right, title and interest in and to that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing ("Mortgage") described below, which Mortgage encumbers the property more particularly described therein, together with (and solely to the extent such Mortgage secures) the indebtedness evidenced by any promissory note or evidence of indebtedness which has been assigned and transferred to Assignee. This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, express or implied.

Borrower Name(s): Spirit SPE Portfolio 2004-6, LLC a Delaware limited liability company
Original Lender: GE Capital Franchise Finance Corporation, a Delaware corporation
Original Trustee if DOT: _____
Date of Instrument: September 24, 2004
Date of Recording: 10-18-04
Book: 5419
Page/Folio: 226
Instrument Number: _____
Place of Recording: Volusia County, Florida

Recording requested by and
when recorded return to:

~~When recorded mail to:
LandAmerica Financial Group, Inc.
Attn: A. Brown
1850 N. Central Avenue, Suite 300
Phoenix, AZ 85004
Escrow No. 05-45670~~

RETURN TO: C/O 105
LandAmerica - Commercial Services
1001 N. Lake Destiny Road Ste 250
Maitland, FL 32751

Prepared by:
Kelly Reynolds
1801 California St. Suite 3100
Denver, Co. 80202

5551/02/1042
1070 S Volusia Ave, Orange City, Florida
02-199846.1
5639/02-1000
Use in States: AK, AL, CA, CO, DE, FL, ID, IN, KY, MD, ME, MI, NC, NH,

MLS 030243186

NOTICE TO RECORDER: THIS MORTGAGE SECURES THE MORTGAGORS' PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$772,817.00, WHICH WAS EXECUTED AND DELIVERED OUTSIDE THE STATE OF FLORIDA; THIS SAME INDEBTEDNESS IS ALSO SECURED BY PROPERTY LOCATED IN FLORIDA AND OTHER STATES. THE VALUE OF THE FLORIDA PROPERTY COVERED BY THIS MORTGAGE IS \$772,817.00, AND THE VALUE OF ALL MORTGAGED PROPERTY, WHEREVER LOCATED, IS \$772,817.00, SO THAT THE FLORIDA MORTGAGED PROPERTY ENCUMBERED BY THIS MORTGAGE REPRESENTS 100% OF ALL SUCH COLLATERAL. THE AMOUNT OF THE INDEBTEDNESS ALLOCATED FOR PURPOSES OF CALCULATING DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES FOR THIS MORTGAGE IS \$772,817.00. PURSUANT TO FLORIDA ADMINISTRATIVE CODE RULE 12B-4.053(31)(B), DOCUMENTARY STAMP TAXES PURSUANT TO SECTION 201.08(1)(B), FLORIDA STATUTES, IN THE AMOUNT OF 2,705.15 ($772,817.00 \times .0035\% = 2,705.15$) AND, PURSUANT TO SECTION 199.133(2), FLORIDA STATUTES, NONRECURRING INTANGIBLE TAXES IN THE AMOUNT OF 1,545.63 (BASED ON THE PERCENTAGE OF THE NOTE THAT IS THE SAME AS THE PERCENTAGE OF THIS FLORIDA MORTGAGED PROPERTY TO THE VALUE OF THE MORTGAGED PROPERTY EVERYWHERE - $772,817.00 \times .002 = 1,545.63$) WERE PAID ON OCTOBER 18 2004 AT 2004-259923

**AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

**SPIRIT MASTER FUNDING, LLC,
(formerly known as Spirit SPE Portfolio 2004-6, LLC)
BORROWER**

AND

**CITIBANK, N.A.
LENDER**

DATED: EFFECTIVE AS OF JULY 26, 2005

**THIS INSTRUMENT AFFECTS REAL AND PERSONAL PROPERTY SITUATED IN THE
STATE OF FLORIDA, COUNTY OF VOLUSIA, SECTION __, BLOCK __, LOT __,
KNOWN BY THE STREET ADDRESS OF 1070 S VOLUSIA AVE, ORANGE CITY FL.**

**THIS INSTRUMENT IS TO BE FILED AND INDEXED IN THE LAND RECORDS AND IS
ALSO TO BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE
NAMES OF BORROWER, AS "DEBTOR", AND LENDER, AS "SECURED PARTY".**

**RETURN TO: c/o 105
LandAmerica - Commercial Services
1001 N. Lake Destiny Road Ste 250
Maitland, FL 32751**

Record and Return to:

When recorded, return to:

1801

41

*Prepared by:
Kelly Reynolds
1801 California St. Suite 3100
Denver, CO. 80202*

Kutak Rock - Firm Library-4825-9934-7456 1
Form of Mortgage
Florida
File No 5182/02-15

PREPARED BY:

Reed Smith LLP
Three Logan Square
Suite 3100
Philadelphia, PA 19103
Attention: Stephen Lyons, Esq.

AFTER RECORDING RETURN TO:

First American Title Insurance Company
Attention: Kristin Brown
2425 E. Camelback Rd., Suite 300
Phoenix, AZ 85016
875147 FL 21

Note to Recorder: Capitalized terms used in the paragraph are defined below. This Amendment modifies the Original Security Instrument to give notice that the Original Security Instrument now secures repayment of the obligations evidenced by the Future Advance Notes. All required Florida documentary stamp taxes and intangible taxes due with respect to the Original Security Instrument and the indebtedness secured thereby were previously paid upon recordation of the Original Security Instrument (and any predecessor mortgages identified therein). The Original Security Instrument and this Amendment partially secure an out-of-state loan which is also secured by mortgages on out-of-state property. The Original Security Instrument was subject to a limitation on mortgagee recovery in the amount of \$772,817.00 and this instrument increases such limitation on recovery to \$1,440,000.00. Accordingly, pursuant to F.S. Section 201.08(5) and applicable tax regulations, additional documentary stamp tax in the amount of \$2,335.20 and additional intangible tax in the amount of \$1,334.40 are being paid at the time of the recording this instrument based on \$667,183.00, the amount of the increase in the limitation on mortgagee recovery contained in the Original Security Instrument.

**NOTICE OF FUTURE ADVANCE AND AMENDMENT TO
AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS NOTICE OF FUTURE ADVANCE AND AMENDMENT TO AMENDED AND RESTATED MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is dated as of the 22nd day of November, 2017, but made effective as of the 19th day of December, 2017, between **SPIRIT MASTER FUNDING, LLC**, a Delaware limited liability company (referred to herein as "Borrower"), whose address is c/o Spirit Realty Capital, 2727 N. Harwood Street, Suite 300, Dallas, Texas 75201, and **CITIBANK, N.A.**, whose address is 388 Greenwich Street, Floor 14, New York, New York 10013, Attention: Citibank Agency and Trust, in its capacity as collateral agent (referred to herein as the ("Collateral Agent")).

RECITALS:

WHEREAS, on or about the date of the Original Security Instrument Borrower and the other parties named therein executed and delivered to Collateral Agent outside the state of Florida those certain



VOLUSIA COUNTY TAX BILL

NOTICE OF AD VALOREM AND NON-AD VALOREM ASSESSMENTS

2017 Paid Real Estate

Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720

PROPERTY ADDRESS: 1070 VOLUSIA

LEGAL DESCRIPTION: 11 18 30 N 210 FT OF W 286 FT OF LOTS 22 & 31 BLK 29 ORANGE
CITY PER OR 4337 PG 1235 PER O
See Additional Legal on Tax Roll



SPIRIT SPE PORTFOLIO 2004-6LLC
2727 N HARWOOD ST STE 300
DALLAS, TX 75201

PARCEL:	801108290221
ALTERNATE KEY:	4675159
MILLAGE CODE:	014
TAX YEAR:	2017

County of Volusia
Paid By
11/28/2017
Effective Date
11/27/2017
Receipt # PT 1-17-00002645
\$17,970.43

WALK-IN CUSTOMERS
PLEASE BRING ENTIRE NOTICE

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Nov 30, 2017				
Please Pay	\$0.00				

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.65200	723,120	0	723,120	4,810.19
VOLUSIA FOREVER	0.09050	723,120	0	723,120	65.44
VOLUSIA ECHO	0.20000	723,120	0	723,120	144.62
VOLUSIA FOREVER I&S 2005	0.10950	723,120	0	723,120	79.18
SCHOOL	6.52000	723,120	0	723,120	4,714.74
ORANGE CITY	8.06500	723,120	0	723,120	5,831.96
ST JOHNS WATER MANAGEMENT DIST	0.27240	723,120	0	723,120	196.98
FLORIDA INLAND NAVIGATION DIST	0.03200	723,120	0	723,120	23.14
WEST VOLUSIA HOSPITAL AUTHORITY	2.36600	723,120	0	723,120	1,710.90

TOTAL MILLAGE RATE:

24.30740

TOTAL TAXES:

\$17,577.15

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
ORANGE CITY STORMWATER	386-775-5432		1,142.05

TOTAL ASSESSMENTS:

\$1,142.05

TOTAL COMBINED TAXES AND ASSESSMENTS:

\$18,719.20

For additional information please see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938

Email: Revenue@volusia.org

VOLUSIA COUNTY TAX BILL

2017 Paid Real Estate

TAX YEAR: 2017

RETURN WITH PAYMENT

Make payment to: VOLUSIA COUNTY

Mail payment to:

VOLUSIA COUNTY REVENUE DIVISION
123 W Indiana Avenue Room 103
DeLand FL 32720

PAY IN U.S. FUNDS DRAWN ON A U.S. BANK

PARCEL : 801108290221

ALT KEY: 4675159

SPIRIT SPE PORTFOLIO 2004-6LLC
2727 N HARWOOD ST STE 300
DALLAS, TX 75201

PROPERTY ADDRESS:

1070 VOLUSIA, ORANGE CITY

PLEASE PAY ONLY ONE AMOUNT

If Postmarked By	Please Pay
Nov 30, 2017	\$0.00

TAXES BECOME DELINQUENT APRIL 1



Public Site
Paid

11/28/2017

Receipt # PT 1-17-00002645

\$17,970.43 Effective Date 11/27/2017

Mail payment to:
Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720

Phone: 386-736-5938
Email: Revenue@volusia.org

For office hours and locations, please visit our website at volusia.org/revenue

NOTE: Canadian or Foreign checks not payable in U.S. funds and drawn from a U.S. bank will be rejected and returned.

IMPORTANT INFORMATION - PLEASE READ

If this parcel has been sold, please send this bill to the new owner or return it to the Volusia County Revenue Division immediately.

If the tangible personal property has been sold, please contact the Volusia County Revenue Division immediately. If the tangible personal property taxes are not paid, the property will be subject to seizure and sale at auction.

Unpaid taxes become delinquent April 1. On April 1, delinquent real estate parcels are assessed a minimum charge of 3% per Florida Statute.

The statement, "Prior year taxes are due. Please call (386) 736-5938." indicates that the parcel is delinquent.

Notice: Delinquent real estate parcels will incur an advertising fee, auction listing fee, and a tax certificate will be sold. When a tax certificate has been sold, certified funds are required for payment.

The Volusia County Revenue Division is responsible for the preparation and mailing of tax notices based on information contained on the current tax roll certified by the Volusia County Property Appraiser and Non-Ad Valorem assessments provided by the levying authorities. The Volusia County Revenue Division phone number is 386-736-5938 or email: Revenue@volusia.org.

The Volusia County Property Appraiser is responsible for the preparation of the current ad valorem tax roll, assessed value, exemptions, taxable value, assessed owner(s) name and mailing address, property address, and legal description. The Volusia County Property Appraiser's phone number is 386-736-5901 or email: vcpa@volusia.org.

The Taxing Authorities are responsible for setting Ad Valorem Millage Rates.

The Levying Authorities are responsible for setting Non-Ad Valorem Assessments. (Phone number provided on front of bill.)

Partial payments of current year taxes are available. Partial Payments are not eligible for discounts and incur a \$10 processing fee for each payment. For more information regarding partial payments, please call the Volusia County Revenue Division at 386-736-5938 or email: Revenue@volusia.org.

Important Dates to Remember:

March 1	Deadline to file for exemptions for next tax year with the Volusia County Property Appraiser.
March 31	Deadline for Working Waterfront, Affordable Rental Housing, or Homestead Tax Deferral Application for current tax roll.
March 31	Last day for full tax payment without penalty or to make a partial payment.
April 30	Deadline for new quarterly installment plan applications for the next tax year.

BillExpress™

Receive tax bills via email. (ebills)

Sign up for BillExpress™ online at volusia.county-taxes.com.
Multiple email accounts can be associated with one parcel.
Multiple parcels can be tied to one email.
For assistance with multiple parcels, please call the Volusia County Revenue Division at 386-736-5938 or email: Revenue@volusia.org.

Pay



Online

[Pay Online](http://volusia.county-taxes.com)

volusia.county-taxes.com

Payment options available online:

E-check:

Use a checking account for a nominal fee.

Debit or Credit Card:

A convenience fee is charged by a third party provider.

The fee is a percentage of the total amount due.

American Express, Discover, MasterCard, and Visa

Checking Account Bill Pay:

Create a payee for Volusia County.
Use the parcel number or alternate key number as the account number.
Mail Payment to:
Volusia County Revenue Division
123 W Indiana Avenue Room 103
DeLand FL 32720



The Daytona Beach Tag/Tax Office is temporarily located at the West Concourse of the Ocean Center, 101 N. Atlantic Ave, Daytona Beach, FL 32118. The DeLand, Orange City, and New Smyrna Beach Offices are open.

386-736-5938
Revenue@volusia.org

Real Estate Account At 1070 VOLUSIA, ORANGE CITY

Real Estate Account #801108290221

Parcel details

Latest bill

Full bill history

2017

2016

2015

2014

...

1999

PAID

PAID

PAID

PAID

PAID

[Apply for the 2018 Installment Payment Plan](#)

County of Volusia

Real Estate 2017 Annual Bill

[Print this bill \(PDF\)](#)

County of Volusia Revenue Division

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number Alternate key Escrow code Millage code

801108290221

4675159

—

014

PAID 2017-11-28

\$17,970.43

Effective 2017-11-27

Receipt #PT

1-17-00002645

Print Receipt

[Get Bills by Email](#)

PAY IN U.S. DOLLARS DRAWN FROM A U.S. BANK.

Owner

SPIRIT SPE PORTFOLIO 2004-6LLC
2727 N HARWOOD ST STE 300
DALLAS, TX 75201

Situs address

1070 VOLUSIA
ORANGE CITY

Legal description

11 18 30 N 210 FT OF W 286 FT OF LOTS 22 & 31 BLK 29 ORANGE CITY PER OR 4337 PG 1235

PER O ...

Full legal available: [Parcel details](#)

Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
COUNTY	6.65200	723,120	0	723,120	\$4,810.19
VOLUSIA FOREVER	0.09050	723,120	0	723,120	\$65.44
VOLUSIA ECHO	0.20000	723,120	0	723,120	\$144.62
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SCHOOL	6.52000	723,120	0	723,120	\$4,714.74
ORANGE CITY	8.06500	723,120	0	723,120	\$5,831.96
ST JOHNS WATER MANAGEMENT DIST	0.27240	723,120	0	723,120	\$196.98
FLORIDA INLAND NAVIGATION DIST	0.03200	723,120	0	723,120	\$23.14
WEST VOLUSIA HOSPITAL AUTHORITY	2.36600	723,120	0	723,120	\$1,710.90
Total	24.30740				\$17,577.15

Non-Ad Valorem Assessments

Levying authority	Rate	Amount
ORANGE CITY STORMWATER		\$1,142.05
Total		\$1,142.05

Combined taxes and assessments: \$18,719.20

If paid by: Nov 30, 2017
Please pay: \$0.00

PAID 2017-11-28

\$17,970.43

Effective 2017-11-27

Receipt #PT

1-17-00002645

Print Receipt 


 **Get Bills by Email**



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Volusia County Property Appraiser

Larry Bartlett, J.D.

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Home Search Choices Search By Alternate Key **Property Information**

Parcel Information: 8011-08-29-0221 **2018 Working Tax Roll** Last Updated: 01-30-2018

Owner Name and Address

Alternate Key	4675159	Parcel Status	Active Parcel (Real Estate)
Short Parcel ID	8011-08-29-0221	Mill Group	014 Orange City
Full Parcel ID	11-18-30-08-29-0221	2017 Final Mill Rate	24.30740
Created Date	18 JUL 1984		
Property Class	21 Restaurants, Cafeterias		
Ownership Type		Ownership Percent	100
Owner Name	SPIRIT SPE PORTFOLIO 2004-6LLC		
Owner Name/Address 1			
Owner Address 2	2727 N HARWOOD ST STE 300		
Owner Address 3	DALLAS TX		
Owner Zip/Postal Code	75201		
Situs Address	1070 S VOLUSIA AV ORANGE CITY 32763		

Legal Description

11 18 30 N 210 FT OF W 286 FT OF LOTS 22 & 31 BLK 29 ORANGE CITY PER OR 4337 PG 1235 PER OR 5419 PG 0217

Sales History

Book	Page	Sale Date	Sale Instrument	Qualified Unqualified	Improved	Sale Price
5419	0217	09/2004	Warranty Deed	Qualified Sale	Yes	1,030,422
4526	2231	03/2000	Warranty Deed	Unqualified Sale	Yes	1
4337	1235	06/1998	Warranty Deed	Qualified Sale	Yes	910,000
3405	0287	12/1989	Warranty Deed	Unqualified Sale	Yes	100
3405	0282	11/1989	Quit Claim Deed	Multi parcel sale	Yes	100
2551	1556	03/1984	Warranty Deed	Qualified Sale	Yes	150,000

History of Values

Year	Land	Bldg(s)	Misc. Impr.	Just Value	School Assessed	Non-School Assessed	School Exemption	School Taxable	Non-School Exemption	Non-School Taxable
2017	202,703	506,916	13,501	723,120	723,120	723,120	0	723,120	0	723,120
2016	202,703	473,029	12,506	688,238	688,238	688,238	0	688,238	0	688,238

Display Value History

Land Data

Code	Land Use Type	Frontage	Depth	No. Units	Unit Type	Rate	Depth	Loc	Shp	Phy	Just Value
2100	RESTAURANT	210.0	286.0	60060.00	SQUARE_FEET	3.75	100	100	90	100	202,703
Neighborhood C9898 US HWY 17-92											
Total Land Classified											0
Total Land Just											202,703

Building Characteristics

Building Number: 147920 (Building 1 of 1)

Bldg. No.	Property Type	Structure Type	Perimeter	Year Built	Quality Grade	Phys. Depr.	Func. Obs.	Loc. Obs.	Next Review
147920	Commercial	Concrete or Masonry	950	1984	325	32%	0%	0%	2999

Section Number	Avg. Wall Height	Number Stories	Year Built	Bsmnt%	Ground Floor Area	Interior Finish	Sect%	Sprinkler	A/C
002	13.00	1	1984	0.00	336 Patio (PTO)		0.00	No	No
003	13.00	1	2002	0.00	759 Canopy (CAN)		0.00	No	No
004	13.00	1	2002	0.00	90 Canopy (CAN)		0.00	No	No
005	13.00	1	1984	0.00	9914 Restaurant/Cafeteria (21C)		100.00	Yes	Yes
006	13.00	1	1984	0.00	120 Light Manufacturing, Min Fin (41D)		100.00	No	No

Exterior Wall Type

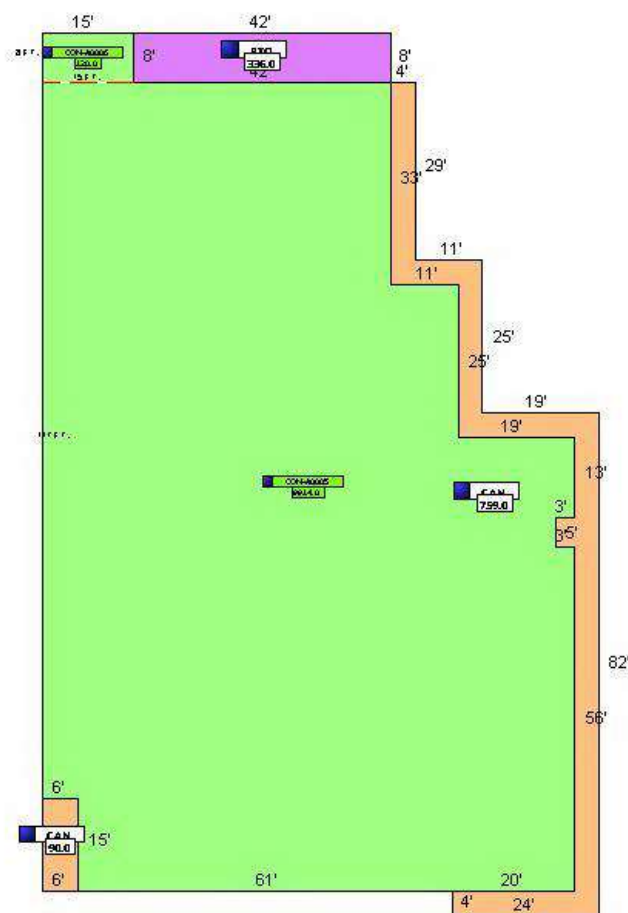
44 Concrete Block, Stucco	50%
40 Concrete Block, Painted	50%

Building Refinements

Description	Number of Units	Unit Type
-------------	-----------------	-----------

Baths, 2-Fixture
 Baths, 3-Fixture
 Extra Fixture

1 UB
 4 UB
 5 UB



Miscellaneous Improvements

Improvement Type	Number of Units	Unit Type	Life	Year In	Grade	Length	Width	Depr. Value
BWL BLOCK WALL	58 LF		50	1984	2	0	0	423
PFL LIGHT PK LOT	4 UT		20	1984	5	0	0	677
WFN FENCE WOOD	12 LF		10	1984	3	0	0	54
PVC PAVING CONCRET	1,106 SF		15	1984	5	0	0	2,132
PVA PAVING ASPHALT	33,280 SF		6	1984	2	0	0	10,716

Parcel Notes (Click button below to display Parcel Notes)

[Display Notes](#)

Planning and Building

Permit Number	Permit Amount	Date Issued	Date Complete	Construction Description	Occupancy Number	Occupancy Bldg
10-10-7787	70,000	11-18-2010		ALTERATION		0
12-10-8016	2,400	12-30-2010		FIRE EXHAUST		0

[Display Permits](#)

Total Values

Land Value	202,703	New Construction Value	0
Building Value	519,754	City Econ Dev/Historic	0
Miscellaneous	14,002		
Just Value	736,459	Previous Just Value	723,120
School Assessed	736,459	Previous School Assessed	723,120
Non-School Assessed	736,459	Previous Non-School Assessed	723,120
Exemption Value	0	Previous Exemption Value	0
Additional Exemption Value	0	Previous Additional Exemption Value	0
School Taxable	736,459	Previous School Taxable	723,120
Non-School Taxable	736,459	Previous Non-School Taxable	723,120

MapIT	PALMS	Map Kiosk
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MapIT: Your basic parcel record search including lot dimensions.

PALMS: Basic parcel record searches with enhanced features.

Map Kiosk: More advanced tools for custom searches on several layers including parcels.



