Prepared by: J. Lofton Westmoreland MOORE, HILL & WESTMORELAND Post Office Box 1792 Pensacola, Florida 32598

15-0952-000 Parcel ID #: Grantee S.S.#: Grantee S.S.#: 59-6000-406

DEED OF REALTY

D.S. PD. \$.55 DATE 10-31-90 BY: Transaction Dalber D.G. CERT. REG. #5'7-2043328-27-01

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS DEED made the 27th day of June , 1990, by AREA HOUSING COMMISSION, a public body corporate and politic, as successor to the Pensacola Housing Authority, hereinafter called the Grantor (whether singular or plural), to the CITY OF PENSACOLA, a municipal corporation, whose post office address is 12910 Pensacola FI 32521-0031 called the Grantees (whether singular or plural):

witnesseth: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, Florida, to-

Beginning at an existing concrete monument being the Beginning at an existing concrete monument being the Southeast corner of Block 91, West King Tract, according to map of the City of Pensacola copyrighted by Thomas C. Watson; said point also being on the North right-of-way line of Brainerd Street (55' R/W) and the West right-of-way line of "J" Street (50' R/W); thence North along the East line of said Block 91 and the West right-of-way line of said "J" Street (50' R.W) a distance of 383.50 feet; thence deflect 98 degrees 16 minutes 17 seconds left a distance of 96.43 feet; thence deflect 82 degrees 54 minutes 10 seconds left a distance of 36.19 feet; thence deflect 89 degrees 32 minutes 29 seconds right a distance of 82.81 feet; minutes 29 seconds right a distance of 82.81 feet; thence deflect 04 degrees 46 minutes 46 seconds left a distance of 168.13 feet; thence deflect 93 degrees 57 minutes 29 seconds left a distance of 232.70 feet; thence deflect 08 degrees 30 minutes 39 seconds right a distance of 82.01 feet to the Southwest corner of said Block 91, West King Tract, said point also being on the North right-of-way line of said Brainerd Street (55' R/W); thence deflect 87 degrees 51 minutes 52 seconds left along the South line of said Block 91 and said left along the South line of said Block 91 and said North right-of-way line a distance of 300.00 feet to the POINT OF BEGINNING. Containing 2.486 acres more or less. All lying and being in Sections 28 and 29, Township 2 South, Range 30 West, Escambia County, Florida.

TITLE TO THE ABOVE DESCRIBED PROPERTY HAS NEXTHER BEEN EXAMINED NOR APPROVED BY THE PREPARER HEREOF.

IT IS AN EXPRESS CONDITION OF THIS CONVEYANCE THAT Grantee and its successors and assigns shall forever keep and use the property as a playground area for children and shall not use the property for any other purpose without the written consent of Grantor or its successors or assigns. If Grantee shall fail to comply with this condition, Grantor and its successors and assigns may at anytime thereafter serve on Grantee a notice in writing specifying the default and directing Grantee or its successors and assigns to remedy such default. Should Grantee thereafter for a period of 30 days (time being of the essence of this provision) fail fully and entirely to remedy such breach or default, then a notice in writing may be served on Grantee by Grantor, notifying Grantee that Grantor elects that the title to the whole of the conveyed premises shall revert to Grantor. Thereupon, the title to the whole of such premises shall immediately and without the necessity of any further action on the part of Grantor revert to and revest in Grantor, and Grantee shall lose and forfeit all of its rights, title, and interest in and to the whole of the conveyed premises and to the improvements and fixtures which may have been placed thereon, and Grantor shall have the right of re-entry to the conveyed premises. Evidence of such election may be recorded in the Public Records by an Affidavit by Grantor to the effect that it has served a notice pursuant to this provision, and that Grantor has elected to demand reversion of the premises.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Conditions, restrictions, limitations and easements of record, if any, but this provision shall not operate to re-impose the same.

Zoning and other governmental regulations.

Taxes and assessments for 1990 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee, except as above noted that, at the time of delivery of this Deed, the premises were free from all encumbrances made by it and that it will warrant and defend the same against the lawful claims and demands of all other persons claiming by, through, or under it, but against none other.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

AREA HOUSING COMMISSION, a public

body corporate and politic

willenta.

Signed, sealed and delivered in the presence of:

ATTEST:

its Secretary

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before the subscriber, duly commissioned, qualified and acting as Notary public, in and for said State and County, personally appeared hands for be the individuals described by said names and who executed the foregoing instrument, and to be the industry respectively, of AREA HOUSING COMMISSION, a public body corporate and politic, and acknowledged and declared that they as officers of the said commission, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

Given under my hand and official seal this 2,7 %.

NOTARY PUBLIC My Commission Expires: 3-26-9

836808

THE PARTY