ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is necessary to avoid obscuring any information on the original documents

Case: 2006 TD 003083



00079711403

Dkt: TD83 Pg#: 2

Original Documents Follow

Form 513
{R 12/96}

TAX COLLECTOR'S CERTIFICATION

Application Date/Number
APR 28, 2008 10082

This is to certify that the holder listed below of Tax Sale Certificate Number 2006/ 3083.000, Issued the 01st day of June, 2006, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit:
06-1165-000

Cert Holder SAUTERNES V LLC
DEPT 5193
PO BOX 2153
BIRMINGHAM AL 35287-5193

Property Owner GULF SOUTH CONTRACTORS INC
702 NW ANCHORS ST
FT WALTON BCH FL, 32548

LTS 1 TO 10 BLK 22
HIGHLAND PARK
PLAT DB 69 P 616
AND N 10 FT OF ADJOINING
ALLEY VACATED BY

OR 227 P 57
OR 5543 P 967
LESS PACE BLVD R/W
SEC 31/17 T 2S R 30

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid.

Certificates owned by Applicant and Filed in Connection With This Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2006/ 3083.000	06/01/2006	1,618.69	0.00	80.93	1,699.62

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2007/ 2367.000	06/01/2007	2,752.11	6.25	137.61	2,895.97

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)	4,595.59
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	
3. Total of Current Taxes Paid by Tax Deed Applicant .{2007}	2,084.43
4. Ownership and Encumbrance Report Fee	125.00
5. Total Tax Deed Application Fee	75.00
6. Total Certified By Tax Collector To Clerk of Court	6,880.02
7. Clerk of Court Statutory Fee	
8. Clerk of Court Certified Mail Charge	
9. Clerk of Court Advertising Charge	
10. Sheriff's Fee	
11. _____	
12. Total of Lines 6 thru 11	
13. Interest Computed by Clerk of Court Per Florida Statutes .....{ % }	
14. One-half of the assessed value of homestead property, if applicable pursuant to section 197.502, F.S.	
15. Total of Lines 12 thru 14 (Statutory Opening Bid)	
16. Redemption Fee	6.25
17. Total Amount to Redeem	

* Done this the 28th day of April, 2008

Date of Sale: August 4, 2008

TAX COLLECTOR OF Escambia County Tax Collector County

By Glenda Madsen

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
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Case: 2006 TD 003083



00040776971

Dkt: TD82 Pg#: 22

Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Blvd., Suite 13B
Pensacola, Florida 32503
Telephone: (850) 478-8121
Facsimile: (850) 476-1437

OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 6626 May 5, 2008

Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596
ATTN: Glenda Mahuron

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 05-02-88, through 05-02-08, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   Gulf South Contractors, Inc.

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or $1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

BY: _____
Richard S. Combs May 5, 2008

OWNERSHIP AND ENCUMBERANCE REPORT
LEGAL DESCRIPTION

File No.: 6626 May 5, 2008

Lots 1-10, inclusive, Block 22, of Highland Park, a subdivision of Section 17, 2 South, Range 30 West in Escambia County, Florida according to the map of said subdivision recorded in Deed Book 69, Page 616. Also the North 10 feet of that certain 20 foot alley lying between Block 22 of Highland Park subdivision, as recorded in Deed Book 69, Page 616, and Block 22 of Hazelhurst, the Albert Hazle Land Company's subdivision of Lot 4 and parts of Lots 3 & 5 of Section 17 and Lots 3 & 4 of Section 31 in 2 South 30 West as per the map recorded in the Public Records of Escambia County, Florida, which said alley was vacated by resolution of the Board of County Commissioners of Escambia County, Florida on May 19, 1964.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 6626 May 5, 2008

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. That certain mortgage executed by Gulf South Contractors, Inc. in favor of First National Bank of Florida dated October 30, 2002 and recorded November 4, 2002 in Official Records Book 5004, page 1908 of the public records of Escambia County, Florida, in the original amount of $1,085,000.00. Mortgage Modification in O.R. Book 5543, page 969.

2. 2006 certificate delinquent. The assessed value is $118,250.00. Tax ID 06-1165-000.

PLEASE NOTE THE FOLLOWING:

A. Taxes and Assessments due now or in subsequent years.
B. Subject to Easements, Restrictions and Covenants of record.
C. Oil, gas, mineral or any other subsurface rights of any kind or nature.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: August 4, 2008

TAX ACCOUNT NO.: 06-1165-000

CERTIFICATE NO.: 2006-3083

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32596
___	X	Notify Escambia County, 190 Governmental Center, 32501
___	X	Homestead for _____ tax year;

Gulf South Contractors, Inc.
702 NW Anchors St.
Fort Walton Beach, FL 32548
and
1717 Pace Blvd. (property)
Pensacola, FL 32505

First National Bank of Florida
P.O. Box 3654
Milton, FL 32572

Certified and delivered to Escambia County Tax Collector,
this 8th day of May, 2008.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

3

OR BK 5543 PG0967
Escambia County, Florida
INSTRUMENT 2004-313531

DEED DOC STAMPS PD & ESC CO $1277.50
12/17/04 ERNIE LEE MAGAHA, CLERK

ESCAMBIA COUNTY:
Recording Fee: $ 18.50
Documentary Stamps: $ 1,277.50

THIS INSTRUMENT PREPARED BY:
DOWD TITLE GROUP, LLC
285 Highway 98 East, Suite A
Destin, FL 32541
File No. 04-0110LLC

WARRANTY DEED

THIS WARRANTY DEED is executed effective the 15th day of December, 2004, by **MARTIN I. LERMAN, as Trustee of the MARTIN I. LERMAN REVOCABLE TRUST, dated June 19, 1998, and MARTIN I. LERMAN, individually, as to his separate and non-homestead property,** whose address for purposes hereof is 4251 Bohemia Drive, Pensacola, Florida 32504, (hereinafter collectively referred to as "Grantor"), to **GULF SOUTH CONTRACTORS, INC., a Florida corporation,** whose address for purposes hereof is 702 NW Anchors Street, Fort Walton Beach, Florida 32548, (hereinafter collectively referred to as "Grantee"):

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys to Grantee that certain real property located in ESCAMBIA COUNTY, STATE OF FLORIDA, more particularly described as follows:

PARCEL IDENTIFICATION NO.: 06-1165-000
Lots 1-10, inclusive, Block 22, of Highland Park, a subdivision of Section 17, 2 South, Range 30 West in Escambia County, Florida according to the map of said subdivision recorded in Deed Book 69, Page 616. Also the North 10 feet of that certain 20 foot alley lying between Block 22 of Highland Park subdivision, as recorded in Deed Book 69, Page 616, and Block 22 of Hazelhurst, the Albert Hazle Land Company's subdivision of Lot 4 and parts of Lots 3 & 5 of Section 17 and Lots 3 & 4 of Section 31 in 2 South 30 West as per the map recorded in the Public Records of Escambia County, Florida, which said alley was vacated by resolution of the Board of County Commissioners of Escambia County, Florida on May 19, 1964.

THIS IS NOT THE GRANTOR'S HOMESTEAD PROPERTY.

SUBJECT to any and all covenants, restrictions, easements, reservations and other matters of record which are not hereby reimposed.

TOGETHER with all the estate and rights of Grantor in such real property.

3

OR BK 5543 PG0967
Escambia County, Florida
INSTRUMENT 2004-313531

DEED DOC STAMPS PD & ESC CO $1277.50
12/17/04 ERNIE LEE MAGAHA, CLERK

ESCAMBIA COUNTY:
Recording Fee: $ 18.50
Documentary Stamps: $ 1,277.50

THIS INSTRUMENT PREPARED BY:
DOWD TITLE GROUP, LLC
285 Highway 98 East, Suite A
Destin, FL 32541
File No. 04-0110LLC

WARRANTY DEED

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WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants and conveys to Grantee that certain real property located in ESCAMBIA COUNTY, STATE OF FLORIDA, more particularly described as follows:

PARCEL IDENTIFICATION NO.: 06-1165-000
Lots 1-10, inclusive, Block 22, of Highland Park, a subdivision of Section 17, 2 South, Range 30 West in Escambia County, Florida according to the map of said subdivision recorded in Deed Book 69, Page 616. Also the North 10 feet of that certain 20 foot alley lying between Block 22 of Highland Park subdivision, as recorded in Deed Book 69, Page 616, and Block 22 of Hazelhurst, the Albert Hazle Land Company's subdivision of Lot 4 and parts of Lots 3 & 5 of Section 17 and Lots 3 & 4 of Section 31 in 2 South 30 West as per the map recorded in the Public Records of Escambia County, Florida, which said alley was vacated by resolution of the Board of County Commissioners of Escambia County, Florida on May 19, 1964.

THIS IS NOT THE GRANTOR'S HOMESTEAD PROPERTY.

SUBJECT to any and all covenants, restrictions, easements, reservations and other matters of record which are not hereby reimposed.

TOGETHER with all the estate and rights of Grantor in such real property.

OR BK 5543 PG0968
Escambia County, Florida
INSTRUMENT 2004-313531

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

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that the real property is free from all encumbrances made by Grantor, except taxes accruing subsequent to December 31, 2004; and, that Grantor will warrant and defend the real property hereby conveyed against the lawful claims and demands of all persons claiming by, through, or under Grantor but against none other.

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

Signed, sealed and delivered in our presence of:

Witness No. 1 (Signature Above Line)
Print Name: Marian McBryde

Witness No. 2 (Signature Above Line)
Print Name: MARY BALLARD

MARTIN I. LERMAN, as Trustee of the MARTIN I. LERMAN REVOCABLE TRUST, dated June 19, 1998

STATE OF FLORIDA)

COUNTY OF OKALOOSA)

The foregoing instrument was acknowledged before me this 15th day of December, 2004, by **MARTIN I. LERMAN, as Trustee of the MARTIN I. LERMAN REVOCABLE TRUST, dated June 19, 1998,** who produced a Fla Drivers Lic as identification and who did not take an oath.

Marian K. McBryde
Commission #DD283597
Expires: Mar 12, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My Commission Expires:

RCD Dec 17, 2004 02:24 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-313531

46.50

OR BK 5004 PG1908
Escambia County, Florida
INSTRUMENT 2002-024633

Prepared by John T. Brown, P.A.
126 NE Eglin Parkway
Fort Walton Beach, FL 32548
(850)664-2705

MORTGAGE
(Participation)

THIS IS A DUPLICATE ORIGINAL MORTGAGE WITH THE DOCUMENTARY STAMPS BEING PAID ON THE MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 2391, PAGE 4991, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA

This mortgage made and entered into this 30th Day of October, 2002, by and between Gulf South Contractors, Inc. (Hereinafter referred to as mortgagor) and First National Bank of Florida (Hereinafter referred to as mortgagee), who maintains an office and place of business at 17005 Emerald Coast Parkway, Destin, FL 32541.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described properties situated and being in the Counties of Okaloosa, Walton, and Escambia, State of Florida

SEE **EXHIBITS "A", "B", "C", "D", and "E"** ATTACHED HERETO AND MADE A PART HEREOF

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described properties (provided, however, that the mortgagor shall be entitled to the possession of said properties and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said properties; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a **promissory note dated** October 30, 2002 in the principal sum of $ 1,085,000.00, signed by Joey F. Gonzalez as its President, in behalf of Gulf South Contractors, Inc.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules

and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)]. This instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said properties, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said properties. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the properties hereinabove described and all properties acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the properties described by this instrument, mortgagor hereby agrees to permit mortgagee to sure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtness secured by this instrument, subject to the same terms and conditions.

e.The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said properties, and will pay promptly when due any premiums thereof. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtness hereby secured or to the restoration or repair of the properties damaged or destroyed. In event of foreclosure of this mortgagee, or other transfer of title to said properties in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said properties in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration, of said properties or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its

discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the properties subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

I .He will not rent or assign any part of the rent of said mortgaged properties or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the properties subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittance thereof and to appeal from any such award.

k.The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the properties, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtness secured hereby, with the right to enter upon said properties for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said properties to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said properties without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said properties are situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the properties to be sold or at the Federal, county, or city courthouse for the county in which the properties are located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said properties, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to

execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statue either in state or Federal court or otherwise for the disposition of the properties.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall than become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power an agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said properties in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said properties, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said properties are sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgement for the amount of the *deficiency without regard to appraisement.*

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the properties the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgement holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 702 NW Anchors Street, Fort Walton Beach, FL 32548 And any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 17005 Emerald Coast Parkway, Destin, FL 32541..

11. Mortgagor covenants and agrees not to sell, convey, transfer or lease any part of the

mortgaged properties without the prior written consent of mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without mortgagee's prior written consent shall be void and a default herein and the entire indebtedness herein secured shall immediately become due and payable, and collectable without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after the entry, sell said properties without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement).

Regulations. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Gulf South Contractors, Inc.

Executed and delivered in the presence of the following witnesses:

John T. Brown (Printed Name)

By: _____
Joey F. Gonzalez, its President

Bonnie H. McLovich (Printed Name

(Corp Seal)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I HEREBY CERTIFY that on this 30th day of October, 2002, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Joey F. Gonzalez as President of Gulf South Contractors, Inc., who has taken an oath, and who is personally known to me or who has produced the identification identified below, who is the person described in and who executed the foregoing instrument, and who after being duly sworn says that the execution hereof is his free act and deed for the uses and purposes herein mentioned.

SWORN TO AND SUBSCRIBED before me on the day and year last aforesaid.

___ Form of Identification : FL Dr. #G524-421-58-259-0

Bonnie H. McLovich
Notary Public
Typed Name: Bonnie H. McLovich
My Commission Expires:May 29, 2004
Commission No.: CC940589

BONNIE H. McLOVICH
Notary Public, State of Florida
My comm. exp. May 29, 2004
Comm. No. CC940589

OR BK 5004 PG1913
Escambia County, Florida
INSTRUMENT 2002-024633

EXHIBIT "A"

BORROWER: Gulf South Contractors, Inc.

LENDER: First National Bank of Florida

STREET ADDRESS: 617 Lovejoy Road, Fort Walton Beach, FL

BEGINNING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4, SECTION 9, TOWNSHIP 2 SOUTH, RANGE 24 WEST, THENCE GO NORTH 200 FEET ALONG NORTH-SOUTH QUARTER SECTION LINE, THENCE GO EAST 150 FEET ON A LINE PARALLEL WITH EAST-WEST SECTION LINE, THENCE GO SOUTH 200 FEET ON A LINE PARALLEL WITH NORTH-SOUTH LINE, THENCE GO WEST 150 FEET TO POINT OF BEGINNING, SAID LAND SITUATE, LYING AND BEING IN OKALOOSA COUNTY, FLOIRDA

©JTB

OR BK 5004 PG1914
Escambia County, Florida
INSTRUMENT 2002-024633

EXHIBIT "B"

BORROWER: Gulf South Contractors, Inc.

LENDER: First National Bank of Florida

STREET ADDRESS: 825 North Pace Blvd., Pensacola, FL

SITUATE A PARCEL IN BLOCK 150, WEST KING TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP COPYRIGHTED BY THOS. C. WATSON & COMPANY IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 150; RUN THENCE NORTH 00°11' WEST ALONG THE WEST LINE OF SAID BLOCK, 216.38 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°11' WEST, 88.8 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 150; THENCE RUN SOUTH 89°49' EAST, 287.41 FEET ALONG THE NORTH LINE OF SAID BLOCK 150 TO A POINT IN THE WEST RIGHT-OF-WAY OF PACE BLVD.; THENCE RUN SOUTH 00°30' EAST 88.8 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF PACE BLVD.; THENCE RUN NORTH 89°49' WEST, 286.92 TO A POINT IN THE WEST LINE OF SAID BLOCK 150, SAID POINT BEING THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF BLOCK 150, WEST KING TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP COPYRIGHTED BY THOMAS C. WATSON IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 150; THENCE NORTHERLY ALONG THE WEST LINE OF SAID BLOCK 150 FOR A DISTANCE OF 5.50 FEET TO THE NORTH RIGHT OF WAY LINE OF CERVANTES STREET (66' R/W); THENCE EASTERLY DEFLECTING 89 DEGREES 50 MINUTES 55 SECONDS TO THE RIGHT ALONG SAID NORTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 135.00 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY DEFLECTING 89 DEGREES 50 MINUTES 55 SECONDS TO THE LEFT PARALLEL WITH THE WEST LINE OF SAID BLOCK 150 FOR A DISTANCE OF 218.00 FEET; THENCE EASTERLY DEFLECTING 90 DEGREES 04 MINUTES 16 SECONDS TO THE RIGHT FOR A DISTANCE OF 153.88 FEET TO THE WEST RIGHT-OF-WAY LINE OF PACE BOULEVARD (80' R/W); THENCE SOUTHERLY DEFLECTING 90 DEGREES 27 MINUTES 49 SECONDS TO THE RIGHT ALONG SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 218.21 FEET TO THE SAID NORTH RIGHT-OF-WAY LINE; THENCE WESTERLY DEFLECTING 89 DEGREES 18 MINUTES 50 SECONDS TO THE RIGHT ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 151.85 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

A PORTION OF LOT 8 AND 24, BLOCK 150, WEST KING TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO A MAP COPYRIGHTED BY THOMAS C. WATSON IN 1906, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID BLOCK 150; THENCE NORTHERLY ALONG THE WEST LINE OF BLOCK 150 FOR A DISTANCE OF 5.50 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CERVANTES STREET (66' R/W); THENCE DEFLECTING TO THE RIGHT 89 DEGREES 50 MINUTES 55 SECONDS ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 135.00 FEET; THENCE NORTHERLY DEFLECTING 89 DEGREES 50 MINUTES 55 SECONDS TO THE LEFT PARALLEL THE WEST LINE OF SAID BLOCK 150 FOR A DISTANCE OF 211.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG AN EXTENSION OF LINE LAST RUN FOR A DISTANCE OF 7.30 FEET; THENCE WESTERLY DEFLECTING 89 DEGREES 55 MINUTES 44 SECONDS TO THE LEFT FOR A DISTANCE OF 134.96 FEET TO THE WEST LINE OF BLOCK 150; THENCE SOUTHERLY DEFLECTING 90 DEGREES 03 MINUTES 49 SECONDS TO THE LEFT FOR A DISTANCE OF 7.83 FEET; THENCE EASTERLY DEFLECTING 90 DEGREES 06 MINUTES 13 SECONDS FOR A DISTANCE OF 134.96 FEET TO THE POINT OF BEGINNING.

OR BK 5004 PG1915
Escambia County, Florida
INSTRUMENT 2002-024633

EXHIBIT "C"

BORROWER: Gulf South Contractors, Inc.

LENDER: First National Bank of Florida

STREET ADDRESS: 608 Oak Street, Fort Walton Beach, FL

PARCEL 1:

COMMENCING AT THE SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 24 WEST, AND RUNNING NORTH ALONG THE WEST LINE OF SAID QUARTER 338 FEET TO A POINT OF BEGINNING; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER, 280 FEET TO A POINT ON THE WEST LINE OF OAK STREET; THENCE NORTH ALONG SAID LINE OF STREET 112 FEET TO A POINT; THENCE WEST 280 FEET TO A POINT; THENCE SOUTH 112 FEET TO THE POINT OF BEGINNING, SAID LAND SITUATE, LYING AND BEING IN OKALOOSA COUNTY, FLORIDA; LESS AND EXCEPT THE WEST 5.50 FEET THEREOF

PARCEL 2:

THE WEST 5.50 FEET OF THE FOLLOWING DESCRIBED PARCEL COMMENCING AT THE SW CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 24 WEST, AND RUNNING NORTH ALONG THE WEST LINE OF SAID QUARTER, 338 FEET TO A POINT OF BEGINNING; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID QUARTER, 280 FEET TO A PONT ON THE WEST LINE OF OAK STREET; THENCE NORTH ALONG SAID LINE OF STREET, 112 FEET TO A POINT; THENCE WEST 280 FEET TO A POINT; THENCE SOUTH 112 FEET TO THE POINT OF BEGINNING, SAID LAND SITUATE, LYING AND BEING IN OKALOOSA COUNTY, FLORIDA

©JTB

EXHIBIT "D"

BORROWER: Gulf South Contractors, Inc.

LENDER: First National Bank of Florida

STREET ADDRESS: 86 Acres on Boy Scout Road, Defuniak Springs, FL

THE NE 1/4 OF SE 1/4 OF SECTION 26, TOWNSHIP 3 NORTH, RANGE 20 WEST, LYING AND BEING SOUTH OF I-10, WALTON COUNTY, FLORIDA;

AND

THE NW 1/4 OF SW 1/4 OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 20 WEST, LYING AND BEING SOUTH OF I-10, WALTON COUNTY, FLORIDA;

AND

THE SW 1/4 OF SW 1/4 OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 20 WEST, LYING AND BEING SOUTH OF I-10, WALTON COUNTY, FLORIDA;

AND

THE SE 1/4 OF SW 1/4 OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 20 WEST, LYING AND BEING SOUTH OF I-10, WALTON COUNTY, FLORIDA

©JTB

OR BK 5004 PG1917
Escambia County, Florida
INSTRUMENT 2002-024633

RCD Nov 04, 2002 11:12 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-024633

EXHIBIT "E"

BORROWER: Gulf South Contractors, Inc.

LENDER: First National Bank of Florida

STREET ADDRESS: 702 Anchors Street, Fort Walton Beach, FL 32548

BEGIN AT THE SE CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 24 WEST, OKALOOSA COUNTY, FLORIDA. PROCEED NORTH 87 DEGREES, 26 MINUTES, 00 SECONDS WEST, 79.96 FEET ALONG SECTION LINE TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 87 DEGREES, 26 MINUTES, 00 SECONDS WEST, 218.87 FEET; THENCE NORTH 1 DEGREE 13 MINUTES 00 SECONDS EAST, 219.68 FEET, THENCE NORTH 87 DEGREES, 26 MINUTES, 00 SECONDS, WEST, 110', THENCE NORTH 01 DEGREES, 13 MINUTES, 00 SECONDS EAST, 310.13 FEET TO THE SOUTH RIGHT-OF-WAY OF ANCHORS STREET; THENCE SOUTH 87 DEGREES, 24 MINUTES, 00 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY OF ANCHORS STREET, 328.87 FEET TO THE WEST RIGHT-OF-WAY OF BLAKE AVENUE; THENCE SOUTH 1 DEGREE, 13 MINUTES, 00 SECONDS WEST ALONG THE WEST RIGHT-OF-WAY OF BLAKE AVENUE, 529.81 FEET TO THE POINT OF BEGINNING, IN OKALOOSA COUNTY, FLORIDA.

©JTB

OR BK 5543 PG0969
Escambia County, Florida
INSTRUMENT 2004-313532

Rec $35.50
D.S. N/C

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AGREEMENT
MODIFICATION OF MORTGAGE AND ASSIGNMENT OF LEASES RENTS AND PROFITS
Partial Release and Collateral Substitution

THIS AGREEMENT is made this 15th day of December, 2004, by and between **GULF SOUTH CONTRACTORS, INC.**, a Florida corporation, whose mailing address is 702 NW Anchors St, Fort Walton Beach, FL 32548, ("Mortgagor") and **FIRST NATIONAL BANK OF FLORIDA**, whose mailing address is P.O. Box 3654, Milton, FL 32572, ("Lender").

WITNESSETH:

WHEREAS Mortgagor previously executed in favor of Lender that certain real estate mortgage dated October 30, 2002, recorded in Official Records Book 5004 at Page 1908, of the Public Records of Escambia County, Florida, which recording is duplicated in Official Records Book 2391 at Page 4991 of the Public Records of Okaloosa County, Florida and further duplicated in Official Records Book 2447 at Page 1268 of the Public Records of Walton County, Florida; (the "Mortgage"); and

WHEREAS Mortgagor previously executed in favor of Lender that Assignment of Leases, Rents, and Profits recorded in Official Records Book 5004 Page 1918 and/or Page 1919 of the Public Records of Escambia County, Florida (the "Assignment"); and

WHEREAS the Mortgage and the Assignment secure the indebtedness from Mortgagor to Lender as evidenced by that certain Promissory Note dated October 30, 2002 made by Mortgagor in favor of Lender in the original principal amount of One Million Eighty-Five Thousand Dollars ($1,085,000.00) (the "Note"); and

WHEREAS the Mortgagor and Lender desire to release from lien a portion of the property described in said Mortgage, specifically the property described in **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS the Mortgagor and Lender desire to modify the Assignment to release the property described in **Exhibit "A"**; and

WHEREAS the Mortgagor is granting to Lender a lien on the property described in **Exhibit "B"**, attached hereto and made a part hereof, as additional collateral to secure the Note in exchange and consideration for the aforesaid partial release and modification.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Mortgagor and Lender hereby covenant and agree as follows:

1. The "Whereas" clauses set forth above are true and correct and are hereby incorporated by reference.

2. The Lender by these presents does hereby release from the Mortgage all of the property described in **Exhibit "A"**. Nothing contained in this Agreement shall in any way affect, alter or diminish the lien or encumbrances of the Mortgage on the remaining properties, or the remedies at law for recovering against Mortgagor, or it's successor or assigns, the unpaid balance of the principal sum, with interest, as evidenced by the Mortgage and/or the Note.

3. The Lender does hereby modify the Assignment to remove the property described in **Exhibit "A"**. Nothing contained in this Agreement shall in any way affect, alter or diminish the assignment, claim and rights of the Lender under the terms of the Assignment as to the remaining properties, or the remedies at law for recovering against Mortgagor, it's successor or assigns.

4. The Mortgagor herewith grants, bargains, conveys and mortgages to Lender the property described in **Exhibit "B"**, together with all rights, easements, appurtenances, existing and future improvements, structures, fixtures and replacements that may now or at any time in the future be part of the real estate, according to the terms and conditions set forth in the Mortgage and the Assignment, and as modified herewith. Mortgagor and Lender also hereby modify the Mortgage and Assignment to include the property described in **Exhibit "B"**.

5. Except as modified herein, all terms and conditions of the Mortgage and Assignment shall remain in full force and effect, and are legally enforceable, and Lender and Mortgagor hereby ratify and confirm the terms and conditions thereof. Mortgagor represents and warrants to Lender that Mortgagor has no counterclaims, set-offs, or defenses to the rights of Lender under the Mortgage or Assignment, as amended hereby, or any document or instrument given to secure the Note or in connection therewith.

OR BK 5543 PG0970
Escambia County, Florida
INSTRUMENT 2004-313532

6. All warranties and representations set forth in the Mortgage are true and accurate as to the property described in **Exhibit "B"** as of the date of the Agreement.

IN WITNESS WHEREOF, the Mortgagor and Lender have hereunto affixed their sign and seal this _____ day of December, 2004.

Signed, sealed and delivered
in the presence of:

Witness: Marian McBryde
Printed Name

Witness: Nancy Krauer
Printed Name

GULF SOUTH CONTRACTORS, INC
a Florida corporation

By: _____
Joey F Gonzalez
Its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 13 day of December, 2004, by Joey F Gonzalez, as President of Gulf South Contractors, Inc, a Florida corporation, on behalf of said corporation. He/she (✓) is personally known to me or ( ) has produced _____ as identification and did not take an oath.

Marian K. McBryde
Commission #DD283597
Expires: Mar 12, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public
My commission expires:

FIRST NATIONAL BANK OF FLORIDA

Witness: Jessica DeGeorge
Printed Name

Witness: Catherine E Spicer
Printed Name

By: _____
Les Hahn
Its Senior Vice President

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 13th day of December, 2004, by Les Hahn as Senior Vice President of First National Bank of Florida, on behalf of said bank. He/she is personally known to me and did not take an oath.

CATHERINE E. SPICER
MY COMMISSION # DD 284252
EXPIRES: May 22, 2008
Bonded Thru Budget Notary Services

Notary Public
My Commission Expires:

This document prepared by:
Kitty Spicer
First National Bank of Florida
P.O. Box 3654, Milton, Florida 32572
Loan Number: 700746

OR BK 5543 PG0971
Escambia County, Florida
INSTRUMENT 2004-313532

EXHIBIT "A"
PROPERTY BEING RELEASED

Street Address: 825 North Pace Blvd, Pensacola, FL

Legal Description:

Situate a parcel in Block 150, WEST KING TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, according to Map copyrighted by Thomas C. Watson & Company in 1906, more particularly described as follows: Commence at the Southwest corner of said Block 150; run thence North 00° 11' West along the West line of said Block, 216.38 feet to a point, said point being the Point of Beginning; thence continue North 00° 11' West, 88.00 feet to the Northwest corner of said Bock 150; thence run South 89° 49' East, 287.41 feet along the North line of said Block 150 to a point in the West Right-of-Way of Pace Boulevard thence run South 00° 30' East 88.0 feet along the West Right-of-Way line of Pace Boulevard to a point; thence run North 89° 49' West 286.92 feet to a point in the West line of said Block 150, said point being the Point of Beginning.

LESS AND EXCEPT:

A portion of Block 150, WEST KING TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, according to the map copyrighted by Thomas C. Watson & Company in 1906, more particularly described as follows: Commence at the Southwest corner of said Block 150; thence Northerly along the West line of said Block 150 for a distance of 5.50 feet to the North Right-of-Way line of Cervantes Street (66' R/W); thence Easterly deflecting 89° 50'55" to the right along said North Right-of-Way line for a distance of 135.00 feet for the point of Beginning; thence Northerly deflecting 89° 50'55" to the left parallel with the West line of said Block 150 for a distance of 218.80 feet; thence Easterly deflecting 90° 04'16" to the right for a distance of 153.88 feet to the West Right-of-Way line of Pace Boulevard (80' R/W); thence Southerly deflecting 90° 27'49" to the right along said West Right-of-Way line for a distance of 218.22 feet to the said North Right-of-Way line; thence Westerly deflecting 89° 18'50" to the right along said Right-of-Way line for a distance of 151.85 feet to the Point of Beginning.

AND LESS AND EXCEPT:

A portion of Lot 8 and 24, Block 150, WEST KING TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, according to a map copyrighted by Thomas C. Watson & Company in 1906, more particularly described as follows: Commence at the Southwest corner of said Block 150; thence Northerly along the West line of Block 150 for a distance of 5.50 feet to the Northerly Right-of-Way line of Cervantes Street (66' R/W); thence deflecting to the right 89° 50'55" along said Northerly Right-of-Way line for a distance of 135.00 feet; thence Northerly deflecting 89° 50'55" to the left parallel the West line of said Block 150 for a distance of 211.50 feet for the Point of Beginning; thence continue Northerly along an extension of line last run for a distance of 7.30 feet; thence Westerly deflecting 89° 55'44" to the left for a distance of 134.96 feet tot he West line of Block 150; thence Southerly defecting 90° 03'49" to the left for a distance of 7.83 feet; thence Easterly deflecting 90° 08'13" for a distance of 134.96 feet to the Point of Beginning.

OR BK 5543 PG0972
Escambia County, Florida
INSTRUMENT 2004-313532

EXHIBIT "B"

ADDITIONAL COLLATERAL GIVEN IN SUBSTITUTION

Street Address: 1717 North Pace Blvd, Pensacola, Florida

Legal Description:

Parcel 1: Lots 1 to 10, inclusive, Block 22, Highland Park, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, in Escambia County, Florida, according to map of said subdivision recorded in Deed Book 69, Page 616, of the Public Records of said County.

Parcel 2: The North 10 feet of that certain 20 foot alley lying between Block 22, of Highland Park Subdivision, as recorded in Deed Book 69, Page 616, and Block 22 of Hazelhurst, the Albert Hazle Land Company's subdivision of Lot 4 and parts of Lots 3 & 5 of Section 17 and Lots 3 & 4 of Section 31, in Township 2 South, Range 30 West, as per map recorded in the Public Records of Escambia County, Florida, which said alley was vacated by resolution of the Board of County Commissioners of Escambia County, Florida, on May 19, 1964.

RCD Dec 17, 2004 02:24 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-313532

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

IMAGING COVER PAGE

This cover page is not a part of the original documents but is necessary to avoid obscuring any information on the original documents

Case: 2006 TD 003083
00005381060
Dkt: TD80 Pg#:

16

Original Documents Follow

R

2006 TD 03083 08-199
AUGUST 4, 2008 TAX DEED SALE
GULF SOUTH CONTRACTORS INC 6/4/08

REDEEMED

REFUNDED


JANET HOLLEY
ESCAMBIA COUNTY, FLORIDA
TAX COLLECTOR
850-438-6500
www.escambiataxcollector.com

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
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COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
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JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

REFUNDED

6/12/2008

GULF SOUTH CONTRACTORS INC
702 NW ANCHORS ST
FT WALTON BEACH FL 32548

Dear Owner:

The records of this office show a refund due to you on the following Tax Deed Certificate. This amount represents an overpayment of interest/application fees. Our system automatically calculates interest through the sale date and you redeemed in the month prior on 6/4/2008 which generates a refund.

Tax Cert. #	Account #	Sale	Refund
03083/2006	06-1165-000	8/04/2008	$504.30

CK # 9247 6/10/08

Very truly yours,
ERNIE LEE MAGAHA
Clerk of the Circuit Court

By:
Mylinda Johnson, Tax Deeds Division

Enclosure

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
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COUNTY CIVIL
COUNTY CRIMINAL
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JUVENILE
MENTAL HEALTH
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

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COUNTY TREASURY
AUDITOR

6/12/2008

SAUTERNES V LLC
DEPT 5193
PO BOX 2153
BIRMINGHAM AL 35287-5193

Dear Certificate Holder:

Our records indicate that you made application for a tax deed to be issued on the following property represented by the numbered certificate below. This property was redeemed prior to our scheduled sale date. Your application fees are now refundable in the amount shown below.

Tax Cert. #	Account #	Sale	Appl. Fees	Interest	Total
03083/2006	06-1165-000	8/04/2008	330.00	9.90	339.90

CK # 9263 6/10/08

Very truly yours,
ERNIE LEE MAGAHA
Clerk of the Circuit Court

By:
Mylinda Johnson, Tax Deeds Division

Enclosure

Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida

Receipt Type	**Case**	Outstanding Amount	**997.60**
Receipt Number	**893228**	Receipt Date	**06/04/2008**

Case Number	**2006 TD 003083**
Description	**GULF GROUP HOLDINGS VS**

Action	**TAX DEED REDEMPTION**
Judge	
Received From	**GULF SOUTH CONTRACTORS INC**
On Behalf Of	**GULF GROUP HOLDINGS**

Total Received	**6,686.27**
Net Received	**6,686.27**
Change	**0.00**

Receipt Payments	**Amount**	**Reference Description**
Check	**6,686.27**	**60035200**

Receipt Applications	**Amount**
Holding	**6,669.27**
Service Charge	**17.00**

Deputy Clerk: JPS Transaction Date 06/04/2008 12:21:14

Comments

Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida

Receipt Type	**Case**	Outstanding Amount	**0.00**
Receipt Number	**893230**	Receipt Date	**06/04/2008**

Case Number	**2006 TD 003083**
Description	**GULF GROUP HOLDINGS VS**

Action	**TAX DEED REDEMPTION**
Judge	
Received From	**GULF SOUTH CONTRACTORS INC**
On Behalf Of	**GULF GROUP HOLDINGS**

Total Received	**997.60**
Net Received	**997.60**
Change	**0.00**

Receipt Payments	**Amount**	**Reference**	**Description**
Cash	**997.60**		

Receipt Applications	**Amount**
Holding	**997.60**

Deputy Clerk: JPS Transaction Date 06/04/2008 12:22:41

Comments

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
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CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 061165000 Certificate Number: 003083 of 2006

Payor: GULF SOUTH CONTRACTORS INC 702 NW ANCHORS ST FT WALTON BEACH FL 32548
Date 06/04/2008

Clerk's Check #	60035200	Clerk's Total	$349.80
Tax Collector Check #	1	Tax Collector's Total	$7,299.07
		Postage	$18.00
		Researcher Copies	$17.00
		Total Received	$7,683.87

ERNIE LEE MAGAHA
Clerk of the Circuit Court

Received By:_____
Deputy Clerk

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
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COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

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JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDIT

Dana,

The property owner redeemed before we had a chance to mail this check. Gulf South Contractors Inc, Account #06-1165-000, Cert # 2006TD03083.

Thanks,

John Sims
Tax Deeds

221 Palafox Place • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

MEMORANDUM

TO: Cindy Rhodes, Accounting

FROM: John Sims, Tax Deeds

RE: Sheriff Civil Services

DATE: May 13, 2008

Please issue a check to **Honorable Charles W. Morris** Sheriff, Okaloosa Sheriff Dept 1250 Eglin Parkway, Shalimar, FL 32579 in the amount of **$20.00** for Sheriff Civil Services in accordance with Section 197.522, (2), Florida Statutes.

Certificate Number	Account Number	Date of Sale	Fee
03083 of 2006	06-1165-000	08/04/2008	$20.00

Please return check to me for distribution. If you have any questions, please call.

Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida

Receipt Type	**Case**	Outstanding Amount	**0.00**
Receipt Number	**883226**	Receipt Date	**05/07/2008**

Case Number	**2006 TD 003083**
Description	**GULF GROUP HOLDINGS VS**

Action	**TAX DEED APPLICATION**
Judge	
Received From	**GULF GROUP HOLDINGS**
On Behalf Of	**GULF GROUP HOLDINGS**

Total Received	**330.00**
Net Received	**330.00**
Change	**0.00**

Receipt Payments	**Amount**	**Reference Description**
Check	**330.00**	**190232583**

Receipt Applications	**Amount**
Holding	**270.00**
Service Charge	**60.00**

Deputy Clerk: mkj Transaction Date 05/07/2008 12:40:20

Comments

CERT MAIL $18.00

SHERIFF $40.00

REC COM $18.50

COPIES $17.00

Chris Jones
Escambia County Property Appraiser

Parcel Detail

Navigate Mode ◉ **Account** ○ **Reference**

Printer Friendly Version

General Information

Name: GULF SOUTH CONTRACTORS INC
702 NW ANCHORS ST
FT WALTON BCH, FL 32548

Account: 061165000

Reference: 172S301200001022

Situs: 1717 PACE BLVD

Use Code: AUTO SALE, REPAIR

Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector

2007 Certified Roll Assessment

Improvements:	$61,250
Land:	$57,000
Total:	$118,250
Save Our Homes:	$0

Amendment 1 Calculations

Sales Data

Mo/Yr	Book	Page	Value	Type	Deed Search (New Window)
12/2004	5543	0967	$182,500	WD	View Instr
04/2002	4902	0942	$79,300	WD	View Instr
04/2002	4902	0940	$39,700	CJ	View Instr

Deed Search courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court

2007 Certified Roll Exemptions

None

Legal Description

LTS 1 TO 10 BLK 22 HIGHLAND PARK PLAT DB 69 P 616 AND N 10 FT OF ADJOINING...

Extra Features

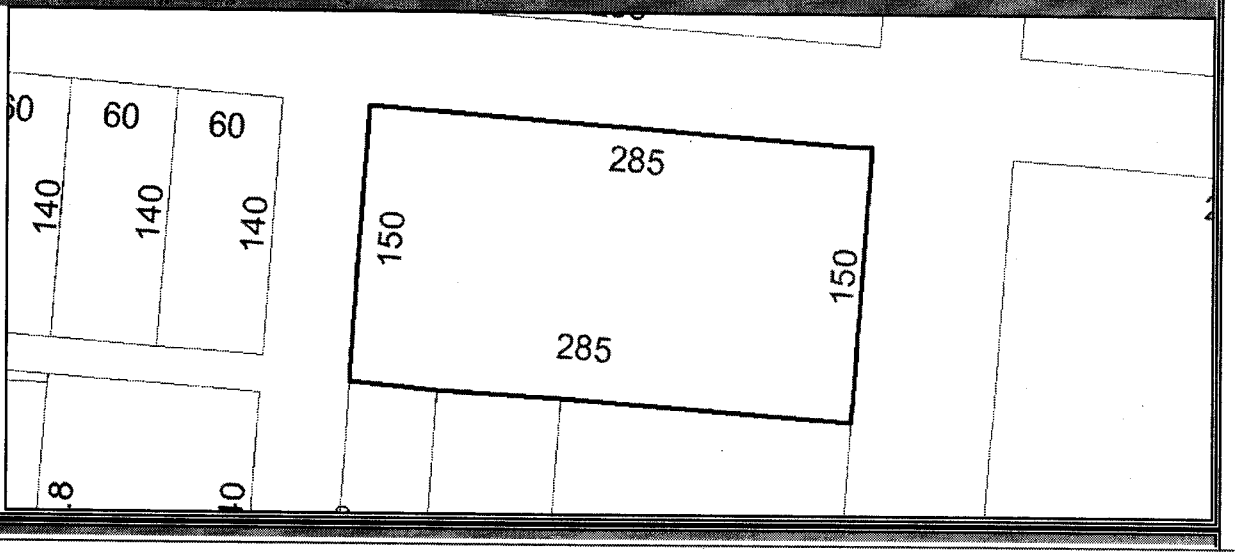
ASPHALT PAVE

Parcel Information

View Online Map

Section Map Id: S0962

Approx. Acreage: 0.9800

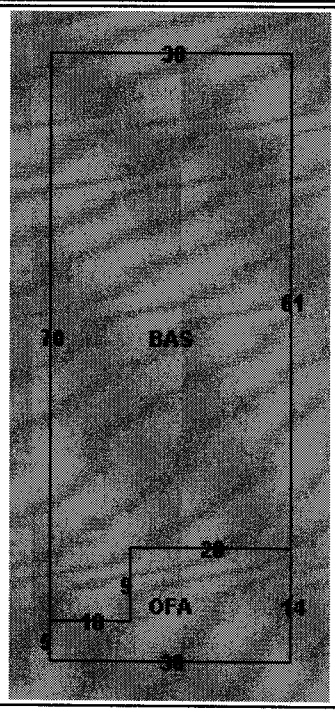


Buildings

Building 1 Address: 1217 PACE BLVD, Year Built: 1987

Structural Elements

FOUNDATION-SLAB ON GRADE
EXTERIOR WALL-METAL-MODULAR
NO. PLUMBING FIXTURES (4)
ROOF FRAMING-STEEL TRUSS/FRM
ROOF COVER-METAL/MODULAR
INTERIOR WALL-UNFINISHED
STORY HEIGHT (16)
NO. STORIES (1)
FLOOR COVER-CONCRETE-FINISH
DECOR/MILLWORK-AVERAGE
HEAT/AIR-NONE
STRUCTURAL FRAME-RIGID FRAME



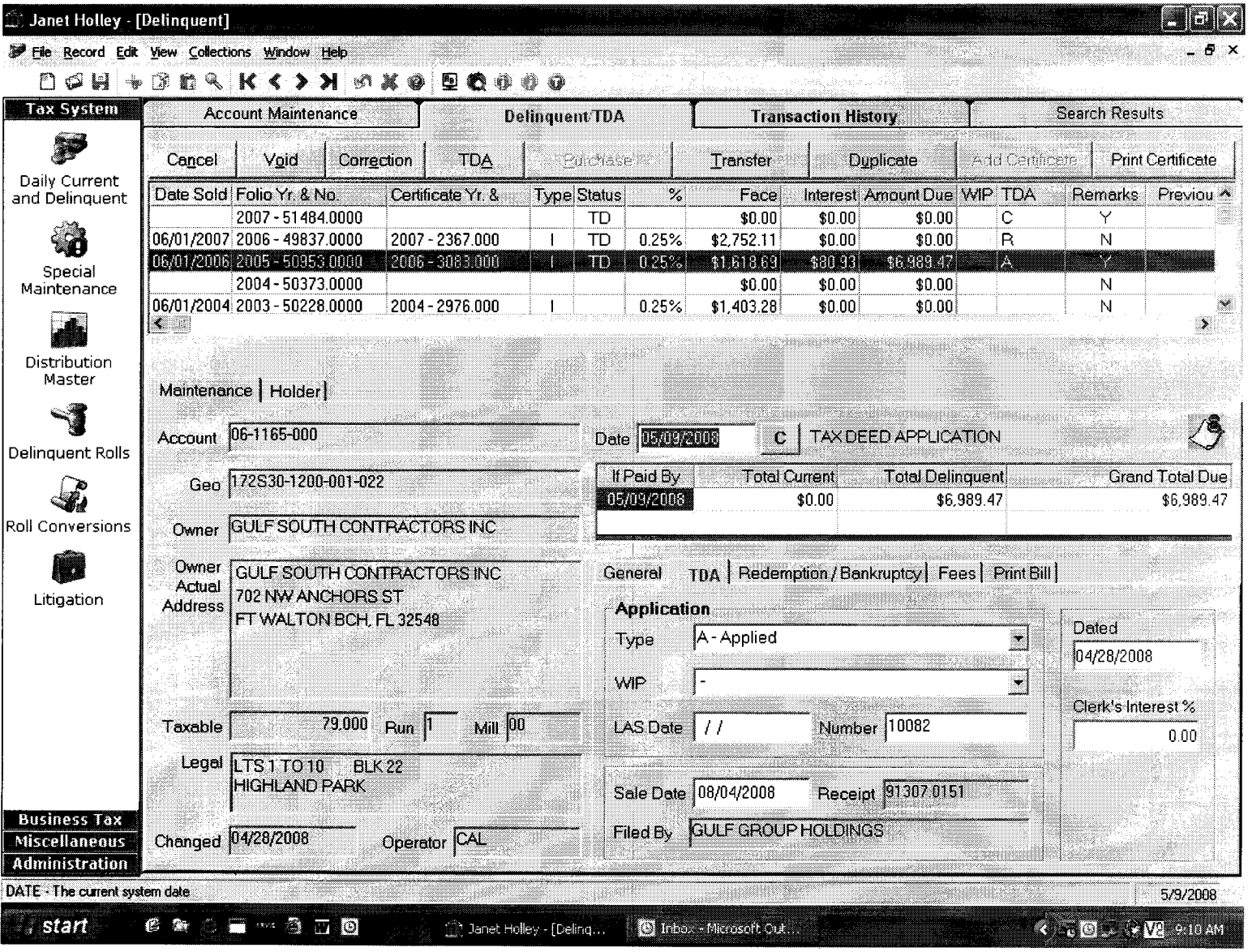
Areas - 2250 Total SF

BASE AREA - 1920
OFFICE AVG - 330

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



Manatron, Inc. @2005

JANET HOLLEY
ESCAMBIA COUNTY TAX COLLECTOR
P O BOX 1312
PENSACOLA FL 32591

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
06-1165-000	118,250	0	118,250	06

GULF SOUTH CONTRACTORS INC
702 NW ANCHORS ST
FT WALTON BCH FL 32548

PRIOR YEARS TAXES DUE

LTS 1 TO 10 BLK 22
HIGHLAND PARK
PLAT DB 69 P 616
AND N 10 FT OF ADJOINING
ALLEY VACATED BY
OR 227 P 57
OR 5543 P 967

TAX YEAR	FOLIO #	DUE IF PAID BY:	DUE IF PAID BY:	DUE IF PAID BY:
		05/30/2008	06/30/2008	07/31/2008
2005	50953.0000	6,989.47	7,092.67	7,195.87
				0.00
TOTAL DUE:		6,989.47	7,092.67	7,195.87

PAYMENT MUST BE MADE BY CASH,
CASHIERS CHECK, OR MONEY ORDER.

Please cut on dotted line and return this portion

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
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GULF SOUTH CONTRACTORS INC
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PRIOR YEARS TAXES DUE

LTS 1 TO 10 BLK 22
HIGHLAND PARK
PLAT DB 69 P 616
AND N 10 FT OF ADJOINING
ALLEY VACATED BY
OR 227 P 57
OR 5543 P 967

IF PAID BY	May 30, 2008	Jun 30, 2008	Jul 31, 2008
PLEASE PAY	6,989.47	7,092.67	7,195.87

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JANET HOLLEY
ESCAMBIA COUNTY TAX COLLECTOR
P O BOX 1312
PENSACOLA FL 32591

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GULF SOUTH CONTRACTORS INC
702 NW ANCHORS ST
FT WALTON BCH FL 32548

LTS 1 TO 10 BLK 22
HIGHLAND PARK
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OR 227 P 57
OR 5543 P 967

TAX YEAR	FOLIO #	DUE IF PAID BY:	DUE IF PAID BY:	DUE IF PAID BY:
		08/04/2008		
2005	50953.0000	7,299.07		
				0.00

TOTAL DUE:
7,299.07

PAYMENT MUST BE MADE BY CASH,
CASHIERS CHECK, OR MONEY ORDER.

Please cut on dotted line and return this portion

REMINDER NOTICE OF CURRENT AND DELINQUENT REAL ESTATE TAXES

ACCOUNT NUMBER	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE	MILLAGE CODE
06-1165-000	118,250	0	118,250	06

PRIOR YEARS TAXES DUE

GULF SOUTH CONTRACTORS INC
702 NW ANCHORS ST
FT WALTON BCH FL 32548

LTS 1 TO 10 BLK 22
HIGHLAND PARK
PLAT DB 69 P 616
AND N 10 FT OF ADJOINING
ALLEY VACATED BY
OR 227 P 57
OR 5543 P 967

IF PAID BY Aug 04, 2008
PLEASE PAY 7,299.07

0000000000 0000202372 00000005148400000 0001 2