

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Aug 28, 2013 / 130759

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 6878.0000**, issued the **1st day of June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 10-0598-010**

Certificate Holder:
PPF HOLDINGS III LTD.
U.S. BANK CUSTODIAN FOR PPF HO
P.O. BOX 645051
CINCINNATI, OHIO 45264

Property Owner:
DYKES JACK & JUDY
820 BREMEN AVE
PENSACOLA, FLORIDA 32507

Legal Description: 35-2S3-110
N 1/2 OF LT 21 ALL LOT 22 BLK 73 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T2S R30/31 OR 2516 P 434

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 TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	6495.0000	06/01/12	\$545.81	\$0.00	\$32.41	\$578.22
2011	6878.0000	06/01/11	\$537.98	\$0.00	\$33.29	\$571.27

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	5875.0000	06/01/13	\$562.75	\$6.25	\$28.14	\$597.14

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
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. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$1,746.63
\$0.00
\$150.00
\$75.00
\$1,971.63
\$1,971.63
\$26,905.00
\$12.50

*Done this 28th day of August, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: 7th July 2014

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

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**PPF HOLDINGS III LTD.
U.S. BANK CUSTODIAN FOR PPF HO
P.O. BOX 645051
CINCINNATI, Ohio, 45264**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
6878.0000	10-0598-010	06/01/2011	35-2S3-110 N 1/2 OF LT 21 ALL LOT 22 BLK 73 BEACH HAVEN PLAT DB 46 P 51 SEC 54/35 T2S R30/31 OR 2516 P 434

2012 TAX ROLL

DYKES JACK & JUDY
820 BREMEN AVE
PENSACOLA , Florida 32507

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

tda2012 (Taimur Jamil)

Applicant's Signature

08/28/2013

Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10992

October 17, 2013

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

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 10-17-1993, through 10-17-2013, and said search reveals the following:

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

Jack Dykes and Judy Dykes

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

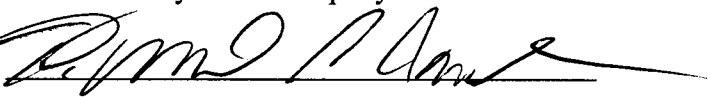
4. Taxes:

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: 

October 17, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10992

October 17, 2013

**The North 1/2 of Lot 21, and all of Lot 22, Block 73, Beach Haven, as per plat thereof,
recorded in Deed Book 46, Page 51, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10992

October 17, 2013

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

1. That certain mortgage executed by Jack Dykes and Judy Dykes in favor of Fleet Finance & Mortgage, Inc. dated 05/21/1996 and recorded 05/29/1996 in Official Records Book 3981, page 876 of the public records of Escambia County, Florida, in the original amount of \$50,400.00.
2. Mortgage executed by Jack Dykes and Judy Dykes to Equicredit Corp. of America, dated 08/18/1997 and recorded in Official Record Book 4163 on page 338 of the public records of Escambia County, Florida. given to secure the original principal sum of \$55,250.00. Assigned to Equicredit Corp. of America in O.R. Book 6368, page 537.
3. MSBU Lien filed by Escambia County recorded in O.R. Book 4459, page 1714.
4. Taxes for the year 2010-2012 delinquent. The assessed value is \$54,724.00. Tax ID 10-0598-010.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 07-07-2014

TAX ACCOUNT NO.: 10-0598-010

CERTIFICATE NO.: 2011-6878

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, 32521
221 Palafox Place, 4th Floor/
☒ X Notify Escambia County, 190 Governmental Center, 32502
☒ X Homestead for 2012 tax year.

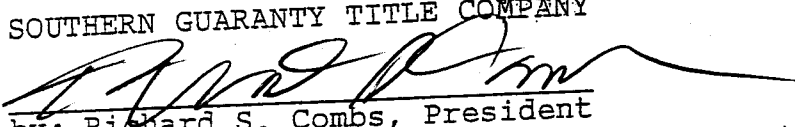
Jack Dykes
Judy Dykes
820 Bremen Ave.
Pensacola, FL 32507

Fleet & Mortgage, Inc.
Address unknown

Equicredit Corp. of Almerica
9000 Southside Blvd.
Mailcode FL9-400-05-41

Certified and delivered to Escambia County Tax Collector,
this 23rd day of October, 2013.

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.

0100025194 43

WITNESSES BY THESE PRESENTS: That DAVID J. CONWELL AND HEATHER D. CONWELL, HUSBAND AND WIFE

And in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto **JACK DYKES AND JUDY DYKES, HUSBAND AND WIFE**

P.O. Box 1133, Pensacola, FL 32595

the term "person" shall include singular or plural, the masculine or the feminine, where appropriate, and shall also include, but not be limited to, their heirs, assigns or successors (in interest) in the real property, estate, being and being in, the State of Florida, and County of Brevard to wit:

THE NORTH 1/2 OF LOT 21, AND ALL OF LOT 22, BLOCK 73, BEACH HAVEN SUBDIVISION,
BEING A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY,
FLORIDA, ACCORDING TO PLAT FILED IN DEED BOOK 46 AT PAGE 51 OF THE PUBLIC
RECORDS OF SAID COUNTY.

SUBJECT TO A MORTGAGE TO TARA MORTGAGE CORPORATION, DATED APRIL 23, 1987, AND RECORDED IN OFFICIAL RECORD BOOK 2388 AT PAGE 852, AND ASSIGNED TO CRITERION FINANCIAL CORPORATION BY ASSIGNMENT RECORDED IN OFFICIAL RECORD BOOK 2388 AT PAGE 856. PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, IN THE ORIGINAL PRINCIPAL SUM OF \$41,400.00, WHICH SUM THE ABOVE NAMED GRANTEE'S EXPRESSLY ASSUME AND AGREE TO PAY ALL THE OBLIGATIONS OF THE VETERAN UNDER THE TERMS OF THE INSTRUMENTS ORIGINATING THE LOAN TO INDEMNIFY THE VETERANS ADMINISTRATION TO THE EXTENT OF ANY CLAIM PAYMENT ARISING FROM THE GUARANTY OF INSURANCE OF THE INDEBTEDNESS ABOVE MENTIONED, AS PROVIDED BY TITLE 38, CHAPTER 37, SECTION 1801, ET SEQ., U.S.C.A. AND THE REGULATIONS PROMULGATED PURSUANT THERETO.

This instrument prepared by:

Judy Dykes
P.O. Box 1133
Pensacola, FL 32595

D.S. PD. \$ 227.15

DATE 2-23-88

JOE A. FLOWERS, COMPTROLLER

BY: Cantrell D.C.
FBI REG. #59-2043328-27-01

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of record affecting the above property, if any.

And the greater covenants that he is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free of lien or encumbrance, and that he, his heirs, executors, administrators, assigns, and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever lawfully warrant and defend.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents this 22nd day of February 19 88

Signed, sealed and delivered in the presence of:

Wesley L. Vann
Dorinda M. Speria

State of Florida

COUNTY OF Escambia

Before the subscriber personally appeared DAVID J. CONWELL AND HEATHER D. CONWELL, HUSBAND AND WIFE

known to me, and known to me to be the person(s) described herein and who executed the foregoing instrument and acknowledged executing the same for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of Feb. 19 88

... ..

David J. Conwell (SEAL)
DAVID J. CONWELL.

Heather J. Connelly (SEAL)

SPACE BELOW FOR RECORDERS USE

423 4 25 PM '98
 EOCAMC RECORDS 13
 THE PUBLIC RECORDS OF
 EOCAMCIA, ILL. ON

19.50
193.55
110.50

DR BK 4163 PG0338
Escambia County, Florida
INSTRUMENT 97-411145

✓ RETURN TO:
DENIS A. BRASLOW
ATTORNEY AT LAW
220 SOUTH PALAFOX ST.
PENSACOLA, FL 32501

MTG DOC STAMPS PD @ ESC CO \$ 193.55
08/21/97 ERMIE LEE MAGNAN, CLERK
By: *[Signature]*
INTANGIBLE TAX PD @ ESC CO \$ 110.50
08/21/97 ERMIE LEE MAGNAN, CLERK
By: *[Signature]*

This instrument was prepared by: J. HUDSON
EquiCredit Corporation of America
220 WEST GARDEN STREET
SUITE 510
PENSACOLA, FLORIDA 32501

_____ Space Above Line For Recorder's Use _____

MORTGAGE **Loan Number: 8101435**

THIS MORTGAGE is made this 18th day of August, 1997, between the Mortgagor,
JUDY DYKES AND JACK DYKES, WIFE AND HUSBAND (herein "Borrower"),
and the Mortgagee, EquiCredit Corporation of America, a corporation organized and
existing under the laws of Delaware whose address is 220 WEST GARDEN STREET SUITE 510
PENSACOLA, FLORIDA 32501 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 55,250.00, which indebtedness is evidenced
by Borrower's note dated August 18, 1997 and extensions and renewals thereof (herein "Note"), providing for monthly installments
of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 1, 2017;

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with
interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of
Borrower herein contained, Borrower does hereby grant and convey to Lender, with power of sale, the following described property located in the
County of ESCAMBIA, State of Florida:

THE NORTH 1/2 OF LOT 21, AND ALL OF LOT 22, BLOCK 73, BEACH HAVEN
SUBDIVISION, BEING A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE
31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN DEED
BOOK 46 AT PAGE 51 OF THE PUBLIC RECORDS OF SAID COUNTY.

which has the address of 820 BREMEN AVENUE PENSACOLA FL 32507
[Street, City, State, Zip Code] (herein "Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which
shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the
leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that
the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title
to the Property against all claims and demands, subject to encumbrances of record.
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and
interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.

[Signature]

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

22. **Riders to this Mortgage.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)].

☐ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Planned Unit Development Rider

☐ Other(s) (specify):

23. **Conformity With Laws.** If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or enforceability of the Note and/or Mortgage (Deed of Trust), that provision shall be deemed modified to comply with applicable law, rule, or regulation.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

In Witness Whereof, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.
Signed, sealed and delivered in the presence of:

Name: J. HUDSON

Name: JUDY DYKES (Seal)
Address: 820 BREMEN AVENUE PENSACOLA FL 32507 Borrower

Name: S. PHILLIPS

Name: JACK DYKES (Seal)
Address: 820 BREMEN AVENUE PENSACOLA FL 32507 Borrower

Name: J. WALKER

Name: _____ (Seal)
Address: 820 BREMEN AVENUE PENSACOLA FL 32507 Borrower

State of Florida
County of ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of August, 1997, by JUDY DYKES and JACK DYKES, who is/are personally known to me or who has produced VALID DRIVER LICENSE as identification and who did take an oath.

(Seal)

Joyce H. Hudson
Notary Public, State of Florida
My Commission Expires April 18, 1999
Comm. # CC 453597

Joyce H. Hudson
Notary Public
Name: JOYCE H. HUDSON
My Commission Expires
RCD Aug 21, 1997 04:34 pm
Escambia County, Florida
Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-411145

Recording Requested By:
DATA/DOC INTEGRITY

When Recorded Return To:

EquiCredit Corp/NationsCredit
9000 Southside Blvd.
Mailcode: FL9-400-05-41
Jacksonville, FL 32256-

CORPORATE ASSIGNMENT OF MORTGAGE



ESCAMBIA COUNTY, FLORIDA

SELLER'S SERVICING#: 8081014352 "DYKES" EQUI01

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR
RECORDING DOES NOT CONTAIN A SOCIAL SECURITY NUMBER.

Date of Assignment: 07/18/2008

Assignor: U.S. BANK NATIONAL ASSOCIATION, F/K/A FIRST BANK NATIONAL ASSOCIATION,
TR U/A DTD 09/01/97 (EQCC HOME EQUITY LOAN TRUST 1997-3) BY EQUICREDIT
CORPORATION OF AMERICA, ATTORNEY IN FACT. at 9000 SOUTHSIDE BLVD., BLDG 400, 5TH
FLOOR, JACKSONVILLE, FL 32256

Assignee: EQUICREDIT CORPORATION OF AMERICA at 9000 SOUTHSIDE BLVD, MAIL CODE
FL9-400-05-41, JACKSONVILLE, FL 32256

Executed By: JUDY DYKES AND JACK DYKES, WIFE AND HUSBAND To: EQUICREDIT
CORPORATION OF AMERICA

Mortgage Dated 08/18/1997 and Recorded 08/21/1997 as Instrument/Document No.
97-411145 in Book/Reel/Liber 4163 Page/Folio 0338 In ESCAMBIA COUNTY, FLORIDA.

Property Address: 820 BREMEN AVE. PENSACOLA , FL 32507

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and
NO/100ths DOLLARS and other good and valuable consideration, paid to the above
named Assignor, the receipt and sufficiency of which is hereby acknowledged, the
said Assignor hereby assigns unto the above-named Assignee, the said Mortgage
together with the Note or other evidence of indebtedness (the "Note"), said Note
having an original principal sum of \$55,250.00 with interest, secured thereby,
together with all moneys now owing or that may hereafter become due or owing in
respect thereof, and the full benefit of all the powers and of all the covenants
and provisos therein contained, and the said Assignor hereby grants and conveys
unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property
unto the said Assignee forever, subject to the terms contained in said Mortgage
and Note.

EquiCredit Coporation, a Delaware Corporation, f/k/a Old Stone Credit
Corporation, is executing this assignment by and through itd duly authorized
corporate officer by authority granted it pursuant to a certain Limited Power of
Attorney executed by U.S. Bank National Association, f/k/a First Bank National
Association in its designated fiduciary capacity.

U.S. Bank National Association, f/k/a First
Bank National Association, TR U/A dtd
09/01/97 (EQCC Home Equity Loan Trust 1997-3)
by EquiCredit Corporation of America,
Attorney in Fact.

On July 18, 2008

By: K. Jackson
K. JACKSON, AVP

WITNESS

O. CARLOS

18.50 *311082301
SLB/20080718/0019 GENERIC ESCAMBIA FL BAT: 88899 KAMOR

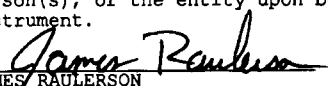
WITNESS

E. WALKER

Page 2 Corporate Assignment of Mortgage

STATE OF Florida
COUNTY OF Duval

ON July 18, 2008, before me, JAMES RAULERSON, a Notary Public in and for the County of Duval County, State of Florida, personally appeared K. Jackson, AVP, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


JAMES RAULERSON
Notary Expires: 12/21/2008 #DD 350923



(This area for notarial seal)

Prepared By: Suzanne Baw, EquiCredit Corporation,
9000 Southside Blvd. FL9-400-04-23, Jacksonville, FL, 32256, 1-877-240-5563 904-987-9891
SLB/20080719/0019 GENERIC ESCAMBIA FL BAT: 88888/8081014332 KAMOR

RECORD AND RETURN TO:
✓ STEWART TITLE OF PENSACOLA
401 E. CHASE ST. STE., 104
PENSACOLA, FL 32501
ST. FILE # 96027709

B312
176.40
10080

OR Bk3981 Pg0876
INSTRUMENT 00298529

Received \$100.00
in payment of Taxes due on
Class 'C' Intangible Personal
Property, pursuant to FL Statutes
ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
Escambia County, FL

D S PD \$0.00
Mort \$178.40 ASUM \$0.00
MAY 29, 1996
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *S. Arnold* D.C.

This is a Balloon Mortgage and the final principal payment or the principal balance due upon maturity is \$ 42,969.29 together with accrued interest, if any, and all advancements made by the Mortgagee under the terms of this mortgage.

THIS MORTGAGE DEED, made and executed the 21ST DAY OF MAY, 1996, by and between JACK DYKES AND JUDY DYKES, HIS WIFE

hereinafter called the Mortgagor, which term shall include the heirs, legal representatives, successors and assigns, of the said Mortgagor wherever the context so requires or admits, to FLEET FINANCE & MORTGAGE, INC.

hereinafter called the Mortgagee, which term shall include the heirs, legal representatives, successors and assigns, of the said Mortgagee wherever the context so requires or admits.

WITNESSETH: That for other good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith hereinafter described, the said Mortgagor does hereby grant, bargain, sell alien, remise, release, convey and confirm unto the said Mortgagee, his heirs, legal representatives, successors and assigns, all that certain piece, parcel or tract of land, of which the said Mortgagor is now seized and possessed and in actual possession, situate in the County of ESCAMBIA and State of FLORIDA, described as follows:

The North 1/2 of Lot 21, and all of Lot 22, Block 73, Beach Haven Subdivision, being a portion of Section 35, Township 2 South, Range 31 West, Escambia County, Florida, according to plat filed in Deed Book 46 at Page 51 of the public records of said county.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee, and his heirs, successors and assigns in fee simple.

Mortgagor herein represents and warrants that the property has not in the past and is not presently used for hazardous waste storage and complies with all federal, state and local environmental laws. Mortgagor further covenants and agrees to comply with all present and future state and federal environmental laws and to clean up all hazardous materials upon their discovery and, at its own expense, conform to all orders of federal and state agencies regarding the hazardous material. Mortgagor further certifies that it has never received any notice of a violation nor any action for non-compliance having been commenced or threatened in regards to the property and agrees to notify the lender in the event such notice should occur in the future. Mortgagor and its representatives, principals and agents hereby agree to indemnify the Mortgagee for all clean up costs and other losses or damages as to any of the foregoing. This indemnification shall arise upon the discovery of an unacceptable environmental condition on the property and shall be binding upon the heirs and assigns of Mortgagor.

Mortgagor represents and warrants that he shall occupy and/or operate the property and any improvements made thereon in compliance with any and all applicable federal, state and local legislation including the Americans with Disabilities Act.

And said Mortgagor, for himself, and his heirs, legal representatives, successors and assigns, hereby covenants with said Mortgagee, his heirs, legal representatives, successors and assigns, that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for said Mortgagor, his heirs, legal representatives, successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that said land is free from all encumbrances, except those specifically mentioned in this Mortgage; that said Mortgagor, his heirs, legal representatives, successors and assigns, will make such further assurance to perfect the fee simple title to said land in said Mortgagee, his heirs, legal representatives, successors and assigns, as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto the said Mortgagee the certain promissory note, of which the following in words and figures is a true copy, to-wit:

Note Payable To:		Number of Payments:	Amount of Each Monthly Payment:
FLEET FINANCE & MORTGAGE, INC.		180	\$489.52
Account Number	Date of Note:	Interest Rate:	Amount of Note:
	MAY 21, 1996	11.250%	\$50,400.00
First Installment Due Date	Final Installment Due Date	Balloon Payment Due Date	Amount of Balloon Payment
JUNE 28, 1996	APRIL 28, 2011	MAY 28, 2011	\$42,969.29

This instrument prepared by:

Harvey J. Scholl, Esquire
2000 Glades Road, #110, Boca Raton, FL 33431
(Name/Address)

and shall duly, promptly and fully perform, discharge execute, effect, complete, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of said promissory note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

It is understood that each of the words, "note", "mortgagor" and "mortgagee" respectively and the pronouns referring thereto, whether in the singular or plural anywhere in this mortgage, shall be singular if one only and shall be plural jointly and severally, if more than one, and shall be masculine, feminine and/or neuter, wherever the context so implies or admits.

And said Mortgagor for himself and his heirs, legal representatives, successors and assigns, hereby covenants and agrees to and with said Mortgagee, his legal representatives, successors and assigns:

1. **PAYMENT.** To pay all and singular the principal and interest and the various and sundry sums of money payable by virtue of said promissory note, and this mortgage, each and every, promptly on the days respectively the same severally become due.

2. **LIABILITY.** To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said described property, and/or that hereafter may be imposed, suffered, placed, levied or assessed thereupon, and/or that hereafter may be levied or assessed upon this mortgage and/or the indebtedness secured hereby, each and every, when due and payable according to law, before they become delinquent, and before any interest attaches or any penalty is incurred; and in so far as any thereof is of record the same shall be promptly satisfied and discharged of record and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of said Mortgagee within ten days next after payment; and in the event that any thereof is not so paid, satisfied and discharged, said Mortgagee may at any time pay the same or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of 11.250% per centum per annum and together with such interest shall be secured by the lien of this mortgage.

3. **INSURANCE.** To place and continuously keep on the buildings now or hereafter situate on said land fire and windstorm insurance in the usual standard policy form, in a sum not less than highest insurable value, in such company or companies as may be approved by said Mortgagee; and all such insurance policies on any of said buildings, any interest therein or part thereof, in the aggregate sum aforesaid or in excess thereof, shall contain the usual standard mortgage clause making the loss under said policies, payable to said Mortgagee as his interest may appear, and each and every such policy shall be promptly delivered to and held by said Mortgagee; and, not less than ten days in advance of the expiration of each policy, to deliver to said Mortgagee a renewal thereof, together with a receipt for the premium of such renewal; and there shall be no such insurance placed on any of said buildings, any interest therein or part thereof, unless in the form and with the loss payable as aforesaid; and in the event any sum of money becomes payable under such policy or policies said Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit said Mortgagor to receive and use it or any part thereof for other purposes without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and in the event said Mortgagor shall for any reason fail to keep the said premises so insured, or fail to deliver promptly any of said policies of insurance to said Mortgagee, or fail promptly to pay fully any premium therefor, or in any respect fail to perform, discharge, execute, effect, complete, comply with and abide by this covenant, or any part hereof, said Mortgagee may place and pay for such insurance or any part thereof without waiving or affecting any option, lien, equity or right under or by virtue of this mortgage, and the full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the rate of 11.250% per centum per annum and together with such interest shall be secured by the lien of this mortgage.

4. **MAINTENANCE.** To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

5. **CHARGES AND EXPENSES.** To pay all and singular the costs, charges and expenses, including reasonable lawyer's fees (not to exceed \$1,800.00) and cost of abstracts of title, incurred or paid at any time by said Mortgagee because and/or in the event of the failure on the part of the said Mortgagor to duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of said promissory note, and this mortgage, any or either, and said costs, charges and expenses, each and every, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending; and the full amount of each and every such payment shall bear interest from the date thereof until paid at the rate of 11.250% per centum per annum; and all said costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this mortgage.

6. **DEFAULT.** That (a) in the event of any breach of this mortgage or default on the part of the Mortgagor, or (b) in the event any of said sums of money herein referred to be not promptly and fully paid within 30 days next after the same severally become due and payable, without demand or notice, or (c) in the event each and every one of the stipulations, agreements, conditions and covenants of said promissory note and this mortgage, any or either, are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, then, in either or any such event, the said aggregate sum mentioned in said promissory note then remaining unpaid, with interest accrued, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said promissory note, and/or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity, theretofore, or thereafter begun, may be prosecuted as if all moneys secured hereby had matured prior to its institution.

7. **LITIGATION.** That in the event that at the beginning of or at any time pending any suit upon this mortgage, or to foreclose it, or to reform it, and/or to enforce payment of any claims hereunder, said Mortgagee shall apply to the court having jurisdiction thereof for the appointment of a Receiver, such court shall forthwith appoint a Receiver of said mortgaged property all and singular, including all and singular the rents, income, profits, issues and revenues from whatever source derived, each and every of which, it being expressly understood, is hereby mortgaged as if specifically set forth and described in the granting and habendum clauses hereof, and such Receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of said Mortgagor and/or of the defendants, and that such rents, profits, income, issues and revenues shall be applied by such Receiver according to the lien and/or equity of said Mortgagee and the practice of such court.

8. **PERFORMANCE.** To duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and in this mortgage set forth.

9. If Mortgagor shall default in the performance of any obligation hereunder, Mortgagee may, at its option, perform the same, and all payments made or costs incurred by Mortgagee shall be repaid by Mortgagor.

10. **JURISDICTION.** It is mutually covenanted and agreed by and between the Mortgagor and the Mortgagee that this mortgage and the note secured hereby constitute a Florida contract and shall be construed according to the laws of the State.

IN WITNESS WHEREOF, the said Mortgagor has executed this mortgage under seal on the day and year herein first above written.

This is a Balloon Mortgage and the final principal payment or the principal balance due upon maturity is \$42,969.29, together with accrued interest, if any, and all advancements made by the Mortgagee under the terms of this mortgage.

Signed, sealed and delivered in the presence of:

[Signature] (Seal)

DEBBIE TIMBIE

JACK DYKES
820 BREMEN AVENUE, PENSACOLA, FL 32507

(Name/Address)

(Name/Address)

[Signature]

[Signature]

(Seal)

PATRICIA ADKISON

JUDY DYKES
820 BREMEN AVENUE, PENSACOLA, FL 32507

(Name/Address)

(Name/Address)

(Seal)

(Name/Address)

(Name/Address)

(Seal)

(Name/Address)

(Name/Address)

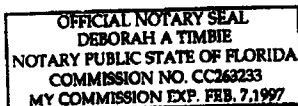
STATE of FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21ST DAY OF MAY, 1996, by
JACK DYKES and JUDY DYKES,

who is personally known to me or who has produced FLA D/L as identification and who did/did not take an oath.

FL-BAL-MTG(11/92)
Control #90710126

Print Name: [Signature]
Notary Public
Serial Number:



Instrument 00298529

Filed and recorded in the
Official Records
MAY 29, 1996
at 10:27 A.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida