

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Nov 7, 2013 / 130928

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 11657.0000**, 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: 15-3591-000**

Certificate Holder:
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES
8902 NORTH DALE MABRY HWY
SUITE 200
TAMPA, FLORIDA 33614

Property Owner:
COLLINS RICHARD R II
2140 SNOOK DR
NAPLES, FLORIDA 34102

Legal Description: 00-0S0-090
FRAC LTS 1 TO 10 ALL LTS 11 TO 13 24 25 26 BLK 158 OR 5069 P 576 MAXENT TRACT CA 119

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
2011	11657.0000	06/01/11	\$2,445.91	\$0.00	\$321.03	\$2,766.94

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	10101.0000	06/01/13	\$2,467.14	\$6.25	\$123.36	\$2,596.75
2012	11060.0000	06/01/12	\$2,436.17	\$6.25	\$182.71	\$2,625.13

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2013)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
-
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$7,988.82
\$0.00
\$2,098.32
\$150.00
\$75.00
\$10,312.14
\$10,312.14
\$6.25

*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: 2nd September 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,

**RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF
SHORES
8902 NORTH DALE MABRY HWY
SUITE 200
TAMPA, Florida, 33614**

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
11657.0000	15-3591-000	06/01/2011	00-0S0-090 FRAC LTS 1 TO 10 ALL LTS 11 TO 13 24 25 26 BLK 158 OR 5069 P 576 MAXENT TRACT CA 119

2013 TAX ROLL

COLLINS RICHARD R II
2140 SNOOK DR
NAPLES , Florida 34102

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.

GULFLIFT (Matt Sheehan)

Applicant's Signature

11/07/2013

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.: 11246

June 13, 2014

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 06-13-1994, through 06-13-2014, and said search reveals the following:

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

Richard R. Collins, II

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: 

June 13, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11246

June 13, 2014

**Fractional Lots 1 to 10, all Lots 11 to 13, 24, 25, and 26, Block 158, Maxent Tract, O.R.
Book 5069, page 576.**

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11246

June 13, 2014

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

1. Mortgage executed by Richard R. Collins, II to Regions Bank formerly AmSouth Bank, dated 03/29/2006 and recorded in Official Record Book 5882 on page 942 of the public records of Escambia County, Florida. given to secure the original principal sum of \$300,000.00 Assignment of Rents and Leases recorded in O.R. Book 5882, page 947.
2. Possible Judgment filed by State Farm Mutual Automobile Insurance Co. and Norman Ball recorded in O.R. Book 6583, page 1897.
3. Judgment filed by State of Florida/Escambia County recorded in O.R. Book 6837, page 1001.
4. Taxes for the year 2010-2013 delinquent. The assessed value is \$96,653.00. Tax ID 15-3591-000.

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: 9-2-2014

TAX ACCOUNT NO.: 15-3591-000

CERTIFICATE NO.: 2011-11657

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
State of Florida/
X Notify Escambia County, 190 Governmental Center, 32502
 X Homestead for tax year.

Richard R. Collins, II
2140 Snook Dr.
Naples, FL 34102

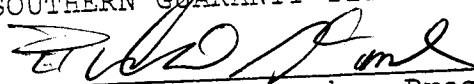
Unknown Tenants
600 South N St.
Pensacola, FL 32502

Regions Bank
formerly AmSouth Bank
Consumer Loan Operations
P.O. Box 1984
Birmingham, AL 35201

State Farm Mutual Automobile
Insurance Company, and
Norman Ball
7401 Cypress Gardens Dr.
Winter Haven, FL 33888

Certified and delivered to Escambia County Tax Collector,
this 13th day of June, 2014.

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.

10.50
910.00

Prepared By: Nancy Woody
Gulf Title Company
2721 Gulf Breeze Pkwy
Gulf Breeze, FL
incidental to the issuance of a title insurance policy.
File Number: G-10556
Parcel ID #: 000S009080001158 & 000S009080018158

OR BK 5069 PG0576
Escambia County, Florida
INSTRUMENT 2003-059578
DEED DOC STAMPS PD & ESC CO \$ 910.00
02/13/03 EMITE LEE HENNER, CLERK
By: *[Signature]*

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated 2/6/03 by PENSACOLA BONDED WAREHOUSES, INC., a dissolved Florida Corporation & David A. Haney, Widower, whose post office address is 101 Chanteclair Circle, Gulf Breeze, FL 32563, hereinafter called the GRANTOR, to RICHARD R. COLLINS, II, a married person, whose post office address is 1815 E. Strong Street, Pensacola, FL 32501 hereinafter called the GRANTEE:
(Wherever used herein the terms "Grantor" and "Grantee" shall include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in ESCAMBIA County, FL, viz:

PARCEL 1 DESCRIBED AS: LOTS 1 TO 13, BOTH INCLUSIVE, AND LOTS 24, 25 AND 26, BLOCK 158, MAXENT TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF THE SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1905.
PARCEL 2 DESCRIBED AS: LOTS 18 AND 19, BLOCK 158, MAXENT TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY BY THOMAS C. WATSON, COPYRIGHTED IN 1906.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2002 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

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

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good, right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: *[Signature]*
Print Name: *Melissa Calvert*

PENSACOLA BONDED WAREHOUSES, INC.

Signature: *Nancy Woody*
Print Name: *Nancy I. Woody*

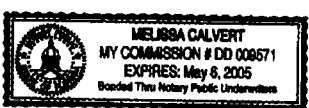
[Signature] President
By: DAVID A. HANEY, President

[Signature]
DAVID A. HANEY, Individually

STATE OF Florida
COUNTY OF Santa Rosa

THE FOREGOING INSTRUMENT was acknowledged before me this 2/6/03 by PENSACOLA BONDED WAREHOUSES, INC., a dissolved Florida Corporation & David A. Haney, Widower who is personally known to me or who has/have produced FL Driver License as identification.

(SEAL)



[Signature]
Notary Public
Print Name:
My Commission Expires:

RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

RCD Feb 13, 2003 02:54 pm
Escambia County, Florida

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

LEGAL ADDRESS OF: 600 South N St. & 2110 W Gimble St., Pensacola, FL 32501

The County () has accepted (X) has not accepted the abutting roadway for maintenance.

CITY LIMITS
The foregoing information has been furnished by the Public Works Department of Santa Rosa County, Florida, on this 6th day of February, 2003.

AS TO SELLER(S):

WITNESSES TO SELLER(S):

PENSACOLA BONDED WAREHOUSES, INC.

By: DAVID A. HANEY

Nancy J. Woody
NANCY J. WOODY

Printed Name: Melissa Calvert

David A. Haney, Individually

The foregoing instrument was acknowledged before me on this 6 day of February, 2003 by David A. Haney, who is personally known to me ☒ or who has produced the following as identification: FL Drivers License.



Melissa Calvert
NOTARY PUBLIC
My Commission Expires: _____
Commission No.: _____

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-059578

AS TO BUYER(S):

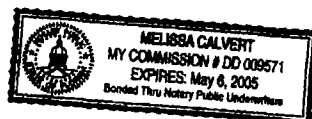
WITNESSES TO BUYER(S):

RICHARD R. COLLINS, II

Printed Name: Melissa Calvert

Printed Name: NANCY J. WOODY

The foregoing instrument was acknowledged before me on this 6 day of February, 2003 by Richard R. Collins II, who is personally known to me ☒ or who has produced the following as identification: FL Drivers License.



Melissa Calvert
NOTARY PUBLIC
My Commission Expires: _____
Commission No.: _____

STAMP
\$1,050.00
\$600.00

Mortgage and Security Agreement **AmSouth**

State of FLORIDA

ESCAMBIA County

Prepared by: STEPHANIE A SILLS

RETURN TO: AmSouth Bank Consumer Loan Operations
Birmingham, AL 35201

Mortgage and Security Agreement

THIS MORTGAGE, is made as of March 29, 2006, between
RICHARD R. COLLINS, II, a married man

whose address is

1815 STRONG ST E
PENSACOLA, FL 32501

(herein called "Mortgagor") and AmSouth Bank, whose address is

5975 MOBILE HIGHWAY
PENSACOLA, FL 32526

(herein called "Mortgagee").

WHEREAS, RICHARD R. COLLINS II

is (are) justly indebted to Mortgagee in the principal sum of

Three Hundred Thousand AND 00/100

dollars (\$ 300,000.00), together with interest thereon as evidenced by that certain promissory note (the "Note," which term shall include any modification, renewal, extension or alteration thereof hereafter executed), date of even date.

If the Note has a final maturity of more than twenty (20) years from this date, the final payment is due on or before _____ (if blank, not applicable).

NOW, THEREFORE, in consideration of the premises, and to secure (i) the payment of the debt evidenced by said Note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (such debt or any part thereof, interest thereon, and any extensions and renewals thereof is hereinafter referred to as the "Debt"), (ii) the payment and performance of any guaranty of Mortgagor of all or any portion of the Debt, and the payment and performance by Mortgagor of any security agreement, pledge or other instrument executed by Mortgagor securing all or any portion of the Debt, and any extensions, renewals or modifications of any of the foregoing, and (iii) the compliance with all the covenants, agreements, and stipulations of this Mortgage, Mortgagor does hereby grant, bargain, sell, assign and convey unto Mortgagee, and where applicable, grant a security interest in:

THE MORTGAGED PROPERTY

1.1 All of the land in ESCAMBIA County(ies), Florida, described below:

LOTS 1 TO 13, BOTH INCLUSIVE, AND OTS 24, 25, AND 26,
BLOCK 158, MAXENT TRACT, IN THE CITY OF PENSACOLA,
ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF
THE SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1905.

THE PROPERTY DESCRIBED HEREIN IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE MORTGAGOR, NOR HAS IT EVER BEEN, AND MORTGAGOR'S SPOUSE HAS NO INTEREST IN THE PROPERTY REQUIRING HER JOINDER HEREIN.

"DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$1,050.00 AND INTANGIBLE TAX IN THE AMOUNT OF \$600.00 HAVE BEEN PAID WITH RESPECT TO THE NOTE SECURED HEREBY AND PROOF AFFIXED HERETO".

Together with each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance thereunto belonging or in anywise appertaining, and any and all reversions, remainders, estates, rights, title, interests, and claims of any Mortgagor, whatsoever, in law as well as in equity in and to all or any part of the foregoing (the "Lands"), and any and all buildings and other improvements now or hereafter located on any part thereof (the "Improvements"):

1.2 All fixtures now or hereafter located on the Lands or affixed to the improvements (the "Fixtures");

1.3 All insurance policies maintained with respect to any of the foregoing, including all proceeds thereof and any rights to any refund of premiums thereunder;

1.4 All rents, profits, issues, leases and revenues of any of the foregoing from time to time accruing, whether under leases or tenancies now existing or hereafter created, together with all leases and rights under leases, provided however that permission is hereby given to Mortgagor, so long as there is no default hereunder, to collect, receive and use current rents no more than 30 days in advance;

1.5 All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of any of the foregoing or any part thereof or of any right or privilege accruing thereto, including without limitation any and all payments from voluntary sale in lieu of condemnation or the exercise of eminent domain;

1.6 All proceeds, products and replacements of or accessions to any of the foregoing;

TO HAVE AND TO HOLD unto the Mortgagee, its successors and assigns forever. As to any property or fixtures, this Mortgage is a self operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements, and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies, in addition to those specified herein, of a secured party under the Florida Uniform Commercial Code.

All property described in paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 is herein referred to collectively as the "Mortgaged Property". The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used in connection with, the operation of any other foregoing items of Mortgaged Property.

PROVIDED ALWAYS, that if the aggregate of all sums constituting the debt is paid in full, if the covenants and agreements of Mortgagor in all guaranties or security agreements securing all sums constituting the Debt are fully paid and performed, if Mortgagor repays and reimburses for any amounts Mortgagee pays or advances under this Mortgage, and if Mortgagor fulfills all of its obligations under this Mortgage, then this conveyance shall be null and void, but shall otherwise remain in full force and effect.

2. COVENANTS OF MORTGAGOR

2.1 **Warranty of Title; Representation and Warranties.** Mortgagor covenants, warrants and represents to Mortgagee that Mortgagor is indefensibly seized of the Mortgaged Property in fee simple, that Mortgagor has the right to mortgage and convey the Mortgaged Property, that the Mortgaged Property is free of all encumbrances except those shown above (the "Permitted Encumbrances"), that Mortgagor will defend title to the Mortgaged Property against the claims of all persons whomsoever, that Mortgagee will provide such further assurances as Mortgagee deems convenient or necessary to perfect title in Mortgagee, and that Mortgagor has lawful access to the Lands from a public road.

2.2 **Compliance with Terms of Debt.** If Mortgagor is a maker on the Note, Mortgagor will promptly pay as and when due any and all installments of the Debt. If any Mortgagor has executed a guaranty or security agreement to secure the Debt, Mortgagor will promptly comply with and observe the terms, agreements and covenants of such guaranty or security agreement. Mortgagor shall in all events cause any maker of the Note and any Obligor of the Debt to comply fully with such maker's or obligor's obligations to Mortgagee.

2.3 **Payment of Taxes and Liens.** Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind now or hereafter imposed, levied or assessed against the Mortgaged Property. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred.

2.4 **Insurance.** Mortgagor shall keep the Mortgaged Property continuously insured in such manner and with such companies as may be satisfactory to Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against such loss by other perils as Mortgagee may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any payable to Mortgagee as its interest may appear. Such insurance shall be in an amount at least equal to the full insurable value of the improvements unless Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements thereof shall be delivered to Mortgagee and must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. In the event of a loss, Mortgagor shall give immediate notice by mail to Mortgagee of such loss and Mortgagor's estimate of the amount of such loss. Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee; and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting there from all its expenses including attorneys' fees, either to reduction of the indebtedness or obligations hereby secured or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness or obligations secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

2.5 **Escrow for Taxes and Insurance.** Mortgagee may, at its option, require Mortgagor to deposit with Mortgagee on the first day of each month (or on the due date of each normal monthly installment), an amount equal to any or all of the following amounts: (i) one-twelfth (1/12th) of the yearly taxes and assessments on the Mortgaged Property as estimated by Mortgagee, (ii) one-twelfth (1/12th) of the yearly premium for insurance policies on the Mortgaged Property as estimated by Mortgagee, and (iii) such additional amount as is sufficient to enable Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments and similar charges against the Mortgaged Property and all premium for insurance policies maintained in force on the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. In the event of a default under this Mortgage, funds held by Mortgagee pursuant to this paragraph may be applied by Mortgagee to the Debt in such manner as Mortgagee may in its sole discretion determine.

2.6 **Condemnation.** If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by applicable laws to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who after deducting therefrom all its expenses including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instruments securing the Note.

2.7 **Care of Mortgaged Property.** Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof and shall keep the same and the improvements and fixtures in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

2.8 Mortgagee's Rights, Etc. In the event Mortgagor fails to pay and/or discharge any taxes, assessments, liens, levies, liabilities, obligations and encumbrances against any of the Mortgaged Property, or fails to keep the Mortgaged Property insured or to deliver the policies, pay premiums, or fails to repair the Mortgaged Property or to have performed environmental studies as herein agreed, Mortgagee is hereby authorized at its option to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs and studies, and to enter upon and have its agents enter upon the Mortgaged Property for any of such purposes, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by the Mortgagee for such purposes shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

2.9 Payment of Expenses. Mortgagor shall pay and shall indemnify and hold Mortgagee harmless from: (a) all documentary stamp taxes, intangible taxes, and any interest or penalties thereon, which may be due on this Mortgage, the Note, or the Debt, (b) all the costs and charges and expenses, including reasonable attorneys' fees (whether out of court, in trial, on appeal, in bankruptcy, or otherwise), disbursements and costs of abstracts of title, incurred or paid at any time by Mortgagee in seeking to enforce or preserve Mortgagee's rights under the Note, this Mortgage and any other instrument securing the Debt, (c) all liability, loss, costs or expense (including attorneys' fees) of Mortgagee arising from the breach of any covenant, warranty or representation contained in this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, without notice demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

2.10 No Transfer. Mortgagor shall not make, suffer or permit the sale, transfer, conveyance, or lease of all or any part of the Mortgaged Property or any interest therein without the prior written consent of Mortgagee, and any such sale, conveyance, transfer or lease made without Mortgagee's prior written consent, shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default. Mortgagor shall immediately notify Mortgagee of any sale, transfer, conveyance or lease of all or any part of the Lands or Improvements. Notwithstanding the foregoing, (a) Mortgagor may enter into leases whose maximum term (including all renewal options) does not extend more than three years from the date of execution of such lease, provided that no such lease contains any option to purchase any interest in the Lands or Improvements, and (b) a transfer by devise, descent or operation of law upon the death of a Mortgagor who is a joint tenant shall not be deemed to be prohibited hereby. Any breach of this paragraph shall constitute an "Event of Default".

2.11 Additional Documents. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refilled at such time and in such offices and places as shall be deemed desirable, such further assurances, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property (except for Permitted Encumbrances), whether now owned or hereafter acquired, or in order to correct any mistake or clerical error. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refill any and all such mortgages, instruments, certificates and documents in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.

2.12 Notification. Mortgagor shall immediately notify Mortgagee of (a) any Event of Default or any occurrence which, with the giving of notice or lapse of time or both would constitute an Event of Default, (b) the institution of any administrative proceeding (e.g. rezoning, environmental proceedings, etc) or court proceeding concerning or affecting the Mortgaged Property, (c) the occurrence of any discharge or spill of Hazardous Substances (as defined in Section 2.13 below) on the Lands and (d) the actual or suspected presence of any chemical compound or substance in ground water or soils on the Lands in excess of permissible limits under applicable environmental laws. Failure to provide such notice within 15 days shall constitute an Event of Default.

2.13 Environmental. As used in this mortgage, the term 'Hazardous Substances' shall mean and include, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in any local, state or federal law, rule or regulation, whether now or hereafter in effect and as may be amended from time to time, pertaining to environmental regulations, contamination, clean-up or disclosure, including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and the rules and regulations of the Occupational Safety and Health Administration pertaining to occupational exposure to asbestos. The Mortgagor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this mortgage that, except as has been heretofore disclosed in writing to the Mortgagee with specific reference to this paragraph, (a) there are not now and shall not in the future be any Hazardous Substances on or under the Mortgaged Property or in the improvements on the Mortgaged Property, and no Hazardous Substances have been or will be stored upon or utilized in operations on the Mortgaged Property or utilized in the construction of the improvements on the Mortgaged Property, (b) there are no underground storage tanks, whether in use or not in use, located in, on or under any part of the Mortgaged Property, (c) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to Hazardous Substances, environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property, (d) the Mortgaged Property and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (e) no part of the Mortgaged Property has been artificially filled, and (f) Mortgagor shall give immediate oral and written notice to Mortgagee of its receipt of any notice of a violation of any law, rule or regulation covered by this paragraph, or of any notice of any other claim relating to Hazardous Substances or the environmental condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein false or misleading in any respect. Mortgagor represents, warrants and covenants that, with respect to any release of a Hazardous Substance on or under the Mortgaged Property or any contiguous property, the Mortgagor will: (a) cooperate fully, assist and provide access to persons who are authorized by the appropriate governmental agency to conduct response and cleanup activities at the Mortgaged Property; (b) comply with any land use controls or restrictions established or relied on in connection with the response action at a facility and not impede the effectiveness or integrity of any institutional control employed at the facility in connection with the response action; (c) exercise appropriate care in response to any such release, which shall include without limitation, taking reasonable steps to stop the release and prevent future releases, notifying appropriate governmental agencies of the situation and erecting and maintaining signs or fences to prevent or limit human, environmental or natural resource exposure to Hazardous Substances; and (4) comply with all information requests from the appropriate governmental agencies.

Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) the violation of any representation, warranty or covenant set forth in the preceding paragraph, (ii) Mortgagor's failure to perform any obligations of the preceding paragraph, (iii) Mortgagor's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions or Hazardous Substances on, under or affecting Mortgaged Property. This indemnification shall survive the closing of the loan secured by this mortgage, payment of the Debt, the exercise of any right or remedy under this Mortgage or any other document evidencing or securing such loan, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences.

3. EVENTS OF DEFAULT

3.1 Events of Default. Any one of the following shall constitute an Event of Default: (a) failure to pay, as and when due and payable, or, if a grace period is provided, within such applicable grace period, any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Debt; (b) any occurrence specifically designated by any provision of this Mortgage as an Event of Default; (c) failure to duly keep, perform and observe any covenant, condition or agreement in the Note, this Mortgage, or any other instrument evidencing or securing the Debt for a period of fifteen (15) days after Mortgagee gives written notice specifying the failure; (d) the passage of any law (i) which authorizes the imposition of any specific tax upon this Mortgage and which precludes Mortgagor from paying such tax or which permits or authorizes the deduction of any such tax from the principal or interest of the Debt, or (ii) by virtue of which any tax, lien or assessment upon the Mortgaged Property shall be chargeable against Mortgagee; (e) if any Mortgagor or any maker, guarantor or endorser of the Note or all or any portion of the Debt: (i) becomes a bankrupt or debtor, whether voluntarily or involuntarily, under any provision of the Federal Bankruptcy Code or other federal or state laws relating to insolvency or debtor relief, (ii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution, or similar relief for itself under any law relating to bankruptcy, insolvency, or other relief for debtors, or (iii) seeks, consents to acquiesce in, or suffers the appointment of any trustee, receiver, master or liquidator of itself or all or any part of the Mortgaged Property, or (iv) makes any general assignment for the benefit of creditors, or (v) makes any admission in writing of its inability to pay its debts generally as they become due; (f) any breach of any warranty of material truth of any representation contained in the Note, this Mortgage or any other instrument evidencing, securing or pertaining to the Debt, including any loan agreement related thereto.

4. REMEDIES OF MORTGAGE

4.1 Acceleration. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and all other sums constituting the Debt and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.

4.2 Other Remedies. If an Event of Default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note and/or all or any part of the Debt or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) to collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property; (d) to seek appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenues, income, or other benefits thereof and apply the same as the court may direct and such receiver shall have all rights and powers permitted under law, and (e) to pursue any other remedy available to it, including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagee, and to obtain sequestration of rents as provided by Florida statutes. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

4.3 No Waiver; Non-Exclusive Remedies. No delay or omission of Mortgagee of any holder of the Note and Mortgage to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy or be construed as a waiver of any such Event of Default or constitute acquiescence therein. No right, power, or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument evidencing or securing the Debt is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or under the Note, or any other instrument evidencing or securing the Debt, or now or hereafter existing at law, in equity or by statute.

5. MISCELLANEOUS

5.1 Negative Amortization. This Mortgage secures any negative amortization or deferred interest accruing under the Note. Such negative amortization and deferred interest may cause the outstanding principal balance of the Debt to increase from time to time over the face amount of the Note. A copy of the Note and a statement of the principal balance outstanding may be obtained from Mortgagee by written request at Mortgagee's address written above.

5.2 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at any one time shall not exceed twice the face amount of the initial Note plus interest thereon, and plus, as permitted by Florida statutes, any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, and if this Mortgage secures a construction loan agreement, any advances or disbursements made under the construction loan agreement to enable completion of the contemplated improvement, with interest on such disbursements at the Default Rate.

5.3 Prior Mortgages. (a) If mortgages are listed above as "Permitted Encumbrances," the lien of this Mortgage may be subject to one or more prior mortgages which encumber all or a portion of the Mortgaged Property. Any mortgage to which the lien of this Mortgage is inferior in whole or part is herein referred to as a "prior mortgage". If no prior mortgages are listed, then the existence of any prior mortgage constitutes a default which entitles Mortgagee to exercise all remedies available on default notwithstanding Mortgagee's exercise of its rights under this paragraph.

(b) Mortgagor hereby covenants and agrees (i) to observe and perform promptly all of the covenants and conditions contained in any prior mortgage and to do all things necessary to preserve and keep unimpaired its rights thereunder; (ii) to notify Mortgagee in writing immediately of any default in the performance and the observance of any of the terms, covenants or conditions to be performed or observed under any prior mortgage and promptly to cause to be delivered to Mortgagee a copy of each notice given by the Mortgagee under any prior mortgage.

(c) In the event Mortgagor fails to make any payments required under any prior mortgage, to perform any of the terms, covenants and conditions required to be performed or observed under any prior mortgage, or to do any act set forth in the preceding subparagraph, then Mortgagee may, but without obligation to do so, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect its interest under this Mortgage. Mortgagee's rights hereunder shall specifically include, but without limitation thereto, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and other sums due or to become due under any prior mortgage. Upon receipt by Mortgagee of any written notice of default under any prior mortgage, Mortgagee may rely thereon and take any action it deems necessary to cure such alleged default even though the existence of such alleged default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right to enter upon the Mortgaged Property to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such alleged default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, may pay expenses, employ any counsel and pay counsel's attorneys' fees.

(d) Any default under any prior mortgage shall constitute an Event of Default under this Mortgage.

(e) Mortgagor hereby irrevocably designates Mortgagee as its attorney-in-fact to (i) perform or observe on behalf of Mortgagor any covenant or condition which Mortgagor fails to perform or observe under any prior mortgage, whether or not any applicable grace period has lapsed, (ii) exercise the right of Mortgagor to prepay any prior mortgage at any time after an Event of Default under this Mortgage has occurred and shall be continuing, Mortgagee being specifically given the right to incur on behalf of Mortgagor any prepayment charge or penalty under any prior mortgage or the indebtedness which it secures.

(f) Mortgagor irrevocably authorizes the holder of any prior mortgage to disclose to Mortgagee (i) the amount of such indebtedness secured by the prior mortgage, the amount of indebtedness which remains unpaid and the payment schedule, (ii) the amounts of any payments which are in arrears, (iii) whether there exists any default under the prior mortgage, and (iv) any other information which Mortgagee may reasonably request.

(g) All cost, charges and expenses incurred by Mortgagee and any advances made by Mortgagee in connection with any action authorized by this paragraph shall be repaid by Mortgagor on demand, with interest at the Default Rate, and all such amounts with interest shall be secured by the lien of this Mortgage to the same extent as if paid or expended on the date hereof.

(h) Mortgagor will not do anything, or permit or suffer anything to be done or left undone, which would increase or result in any increase in the indebtedness or other sums secured by any prior mortgage.

(i) If a prior mortgage is listed as a Permitted Encumbrance, Mortgagee acknowledges that its rights to insurance and condemnation proceeds may be subject to the rights of the holder of such prior mortgage. Mortgagee agrees to permit the application of casualty insurance proceeds to the restoration and repair of the improvements and fixtures provided (i) there is then no default hereunder, (ii) the holder(s) of the prior mortgage(s) permits such application, (iii) Mortgagee is provided with plans and specifications for such repair and restoration, and, in Mortgagee's absolute and sole judgment and discretion, such repair and restoration is economically feasible and would not lessen the likelihood of the repayment of the Debt, and (iv) procedures are established to insure to Mortgagee's satisfaction the proper application of insurance proceeds to repair and restoration of the Mortgaged Property.

5.4 Miscellaneous. This Mortgage shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. There are no third party beneficiaries to this Mortgage. The obligations of the persons and entities named as "Mortgagor" are joint and several. When used herein, the phrase "any Mortgagor" shall be construed to mean any "one or more of the persons or entities named as Mortgagor and any general partner or co-venturer of any of the foregoing". In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument evidencing or securing the Debt shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument evidencing or securing the Debt shall be in no way affected, prejudiced or disturbed thereby. Paragraph headings are for convenience only and shall not be used to construe or interpret this Mortgage. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record and tender such costs at the time the Debt is paid in full. This Mortgage shall be governed by the laws of Florida.

5.5 Default Rate. The Default Rate shall be the rate of interest specified in the Note as accruing after maturity (by acceleration or otherwise), or if no such rate is specified, the maximum rate of interest permitted to be charged under applicable law.

5.6 Additional Provisions. (If blank, none).

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed and delivered this instrument as of the date first written above.



Witnesses:

Nancy B. Riddle
NANCY B. RIDDLE

(Printed name of witness)

Richard R. Collins, II

RICHARD R. COLLINS, II

(Printed name of signatory)

DiAnne J. Niswonger
DiAnne J. Niswonger

(Printed name of witness)

(Printed name of signatory)

(Printed name of witness)

(Printed name of signatory)

(Printed name of witness)

(Printed name of signatory)

(CORP, SEAL) if applicable

Acknowledgment for Individual

(Individual, Individual (with spouse), Individual (with other), Proprietorship)

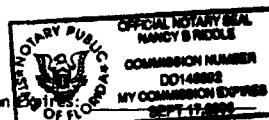
STATE OF FLORIDA)

COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 29th day of March, 2006.

by Richard R. Collins, II

Nancy B. Riddle
Notary Public



My Commission Expires:

He/She is personally known to me or has produced FL Driver's Licas identification.

Rec: 35.50

AmSouth

This instrument prepared by:

STEPHANIE A SILLS

AmSouth Bank

Consumer Loan Operations

PO BOX 1984

Birmingham, AL 35201

STATE OF FL
ESCAMBIA COUNTY

Assignment of Leases, Rents and Income

THIS AGREEMENT is made as of March 29, 2006 by
RICHARD R. COLLINS, II

(hereinafter referred to as the "Assignor," whether one or more) in favor of AmSouth Bank (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of certain real property with the buildings and improvements thereon situated in the City of PENSACOLA County of ESCAMBIA in the State of FL more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Assignor has executed to the Assignee its Promissory Note dated March 29, 2006 in the principal sum of \$ 300,000.00; and

WHEREAS, the Assignor is the landlord under those certain leases described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the Assignee accepted the note described above on the condition that the Assignor assign all of its right, title and interest in and to all leases in which it is landlord now on the Property or any portion thereof or which may hereafter be placed thereon, including, without limitation, the leases referred to above.

NOW THEREFORE, in consideration of the premises aforesaid and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which are hereby acknowledged, and to secure the payment of the debt evidenced by the note described above and any and all other additional indebtedness now or hereafter owing by the Assignor to the Assignee, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the note or instruments evidencing such debt are hereinafter collectively called the "Notes," whether one or more), and the compliance with all the stipulations contained herein or in any mortgage, deed of trust or other document securing the Notes (any and all such security documents being hereinafter collectively called the "Security Documents"), the Assignor does hereby assign, pledge, transfer and set over, and grant a continuing security interest in, unto the Assignee all of its right, title and interest in and to all leases in which it is landlord, by assignment or otherwise, now on the Property, or which may hereafter be placed thereon (the "Leases" whether one or more), and all of the rents, issues and profits now due or to become due and derived from the Property, until the Notes and the obligations above referred to have been fully paid and satisfied of record.

In furtherance of the foregoing assignment the Assignor hereby authorizes the Assignee, upon and in the event of default in any of the payments due under, or in the performance of any of the terms, covenants and conditions of, any of the Notes or the Security Documents, at its option to enter upon the Property and to collect, by its officers, agents, or employees, in the name of the Assignor, or in its own name as Assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of said or any other default. The Assignor also authorizes the Assignee upon such entry, at its option, to take over and assume the management, operation and maintenance of the Property, and in general to perform all actions necessary in connection therewith in the same manner and to the same extent as the Assignor might reasonably so act. Upon electing to exercise the rights herein granted, the Assignee shall make reasonable efforts to collect the rents, reserving however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, but it shall not be accountable for more money than it actually receives from the Property and shall not be liable for failure to collect rents.

The Assignee shall, after payment of all proper charges and expenses, credit the net amount received from the Property by virtue of this assignment, or by virtue of the exercise of any power herein granted, to any amounts due and owing to it by the Assignor under the terms of the Notes and Security Documents, but the manner of the application of such net income and the items which shall be credited shall be within the sole discretion of the Assignee.

It is agreed and understood by the Assignor that there shall be no legal obligation on the part of the Assignee to collect the rentals as provided for in the Leases, nor shall the Assignee be in anywise liable or responsible for the failure of the tenants of the Assignor to pay said rentals, but when and if collected, said rentals shall be applied to any amounts due and owing to the Assignee by the Assignor under the terms of the Notes and Security Documents as above stipulated. The Assignor agrees to indemnify and hold the Assignee harmless from and against any and all liability, loss, damage, cost, and expense which the Assignee may incur under any of the Leases or by reason of this assignment.

It is a condition of the granting of these powers, benefits and privileges and of the making of this assignment that, until an act of default shall be made by the Assignor in the full and complete performance of any of the agreements, covenants and promises in any of the Notes or Security Documents, including, without limitation, the making of the payments due thereunder, the Assignor may receive, collect and enjoy the rents, issues and profits from the Property, but it is covenanted and agreed by the Assignor, for the consideration aforesaid, that upon the happening of any default in the performance of the covenants contained in or in the making of the payments due under the Notes and Security Documents, the Assignee may receive and collect all the said rents, issues and profits and at its option exercise all other powers, privileges and benefits granted by this instrument, and the Assignor will immediately turn over all Leases to the Assignee at its request, and will execute any further assignment necessary to effect such transfer.

The Assignor by these presents does hereby authorize and direct any tenant or tenants of all or any portion or portions of the Property, upon receipt of notice in writing from the assignee of an act of default by the Assignor under any of the Notes or Security Documents, to pay to the Assignee all rent then due or thereafter to become due under the terms of any Lease.

The Assignor shall not be entitled to, and hereby covenants and agrees that it will not, without the written consent of the Assignee:

- (a) Cancel any Lease or accept a surrender thereof, except in accordance with the conditions and contingencies as set out therein;
- (b) Modify any Lease so as to decrease the term of such Lease, reduce the rent or change the time of payment of same, or diminish the obligation of the tenant with regard to the payment of taxes and insurance;
- (c) Consent to an assignment of the tenant's interest in or under any Lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the Lease; or
- (d) Collect the rents and profits of the Property for more than one month in advance;

And any of the above acts, if done without the written consent of the Assignee shall be null and void. The Assignor shall have the right to modify any Lease or take any other action with respect thereto which does not violate the specific provisions of this instrument.

The Assignor hereby covenants and warrants to the Assignee that neither it, nor any previous owner, has executed any prior assignment or pledge of the rents, issues and profits of the Property or of its interest in and to any Lease, and further covenants and agrees that it has not performed any acts or executed any agreement which might prevent the Assignee from operating under any of the terms and conditions of this instrument, or which would limit the Assignee in such operation.

OR BK 4535 PG0204
Escambia County, Florida
INSTRUMENT 00-715453

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY, and
NORMAN BALL,
Plaintiff,

v.

RICHARD COLLINS
Defendant.
-----/

CASE NO. 99-3956-SP-11

RCD Mar 16, 2000 10:27 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 00-715453

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT
COUNTY, FLORIDA

2000 MAR 14 P 3

FILED AND RECORD
CIVIL DIVISION

DEFAULT FINAL JUDGMENT

RECORDED AS RECEIVED

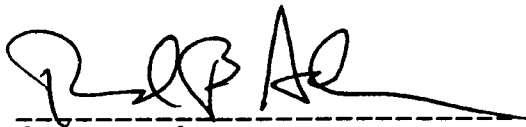
THIS CAUSE having come before the Court upon entry of Default, it is
hereby

ORDERED AND ADJUDGED as follows:

1. Defendant RICHARD COLLINS is held to be responsible for the
automobile accident that is at issue in this case.

2. Plaintiff, STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY, 7401 Cypress Gardens Drive, Winter Haven, Florida, 33888, and
Norman Ball shall recover from Defendant \$2,646.73 in damages, \$250.00 in
deductible, \$428.70 in rental reimbursement and \$126.45 in court costs,
and \$485.27 in prejudgement interest for a total of \$3,937.15 to be taxed at
10% per annum, for which let execution issue.

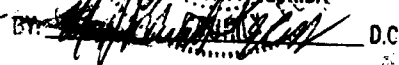
DONE AND ORDERED in Chambers at Pensacola, Escambia County,
Florida this 13 day of March, 2000.



County Judge

cc: Patricia Haight, PO Box 30062, Pensacola FL 32503
Richard Collins 2319 W. Mallory Street, Pensacola FL 32505

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA

BY:  D.C.

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2011 CO 027300 A
CODE ENFORCMENT CITATION NO: CE110904773
/ DOB:
SOCIAL SECURITY NBR: --NOT AVAILABLE

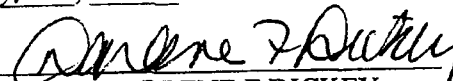
RICHARD COLLINS
2140 SNOOK DR
NAPLES FL 34102

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$150.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 27 day of March, 2012


JUDGE DARLENE F DICKEY

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal

ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida

Date

3/29/12

I do hereby certify that copy of hereof had been furnished to defendant by delivery/mail, this 28 day of March, 2012



ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By: 
Deputy Clerk

Case: 2011 CO 027300 A



00086601099

Dkt: CERTLIEN Pg#:

00 A

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 11657 of 2011

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on July 31, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

RICHARD R COLLINS II 2140 SNOOK DR NAPLES, FL 34102	STATE OF FLORIDA C/O COUNTY CRIMINAL 190 GOVERNMENTAL CENTER PENSACOLA FL 32502
RICHARD R COLLINS II C/O TENANTS 600 SOUTH N ST PENSACOLA FL 32502	REGIONS BANK FORMERLY AMSOUTH BANK CONSUMER LOAN OPERATIONS PO BOX 1984 BIRMINGHAM AL 35201
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY NORMAN BALL 7401 CYPRESS GARDENS DR WINTER HAVEN FL 33888	

WITNESS my official seal this 31th day of July 2014.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON September 2, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That RMC GULF LIFT LLC holder of Tax Certificate No. 11657, issued the 1st day of June, A.D., 2011 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

FRAC LTS 1 TO 10 ALL LTS 11 TO 13 24 25 26 BLK 158 OR 5069 P 576 MAXENT TRACT CA 119

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 153591000 (14-635)

The assessment of the said property under the said certificate issued was in the name of

RICHARD R COLLINS II

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Tuesday in the month of September, which is the 2nd day of September 2014.

Dated this 31st day of July 2014.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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Post Property:

600 S N ST 32502



**PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

By:
Emily Hogg
Deputy Clerk

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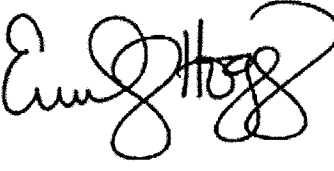
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Personal Services:

RICHARD R COLLINS II
2140 SNOOK DR
NAPLES, FL 34102

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By: 
Emily Hogg
Deputy Clerk

Collier County Sheriff's Office
Return of Service

0499092

Attorney / Payor:

PAM CHILDERS

CLERK OF THE CIRCUIT COURT

221 PALAFOX PLACE SUITE 110

PENSACOLA

FL 32502

City

NA

State

Zip

Plaintiff

NA

Defendant

Date Received:

2014/07/22 0736

Entered by:

KMS

Receipt No.:

277057

Check No.:

921427

Service Fee Received:

40.00

Refund:

Case No: 11657

07-24-2014

Court: CIRCUIT/ESCAMBIA

Appearance date or response time: 2014/09/02

Type of process: WARNING / NT APPL & TAX DEED

Serve: RICHARD R COLLINS II

Address: 2140 SNOOK DR NAPLES FL 34102

IF UNABLE TO SERVE PLEASE POST BY 8/11/14

City: NAPLES

St.

Zip

Received this Writ/process on JULY 22ND 2014

0915 on 07-23-2014 and served same on the within named at in Collier County, Florida, by delivering a true copy of this Writ/process together with a copy of the complaint, petition, or other initial pleadings, if any, with the date and hour of service endorsed thereon by me, by the following method:

☐ INDIVIDUAL SERVICE: by delivering to the within named individual a true copy of this process.

☒ SUBSTITUTE SERVICE:
by leaving a true copy with a member of the household fifteen (15) years of age or older and informing them of the contents thereof to-wit: Cardice Collins/Wife
(Name/relationship)

☐ CORPORATION SERVICE:
by serving a true copy to _____ as _____ of said corporation in the absence of any superior officer as defined in F.S. 48.081 or to: _____ as Registered Agent, in accordance with F.S. 48.091, or to: _____ as an employee of the within named corporation at the principal place of business, or to: _____ as an employee of the registered agent because of failure to comply with s. 48.091. in accordance with F.S. 48.081(3)(a).

☐ POSTING:
by attaching a true copy of this process to a conspicuous place on the property described in the complaint or summons as _____ The above tenant nor a resident 15 years of age or older could be found after making two (2) attempts not less than six (6) hours apart.

☐ NON-SERVICE: After diligent search and inquiry this process is being returned unexecuted on _____ for the reason stated below: _____ (date)

☐ OTHER: Comments:

KEVIN RAMBOSK, SHERIFF/COLLIER COUNTY, FL.

by:  2059
Deputy Sheriff / ID number

Collier County Sheriff's Office
Return of Service

0499092

Attorney / Payor:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
221 PALAFOX PLACE SUITE 110
PENSACOLA, FL **32502**
City _____ State _____ Zip _____
NA
Plaintiff
NA
Defendant

Date Received: **2014/07/22 0736**
Entered by: **KMS**
Receipt No.: **277057**
Check No.: **921427**
Service Fee Received: **40.00**
Refund: _____

Case No: **11657** **07-24-2014**

Court: **CIRCUIT/ESCAMBIA**

Appearance date or response time: **2014/09/02**

Type of process: **WARNING** / **NT APPL 4 TAX DEED**

Serve: **RICHARD R COLLINS II**
Address: **2140 SNOOK DR NAPLES FL 34102**
IF UNABLE TO SERVE PLEASE POST BY 8/11/14
City **NAPLES** St. _____ Zip _____ - _____

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- ☒ **SUBSTITUTE SERVICE:**
by leaving a true copy with a member of the household fifteen (15) years of age or older and informing them of the contents thereof to-wit: **Cardice Collins/wife**
(Name/relationship)
- ☐ **CORPORATION SERVICE:**
by serving a true copy to _____ as _____ of said corporation in the absence of any superior officer as defined in F.S. 48.081 or to: _____ as Registered Agent, in accordance with F.S. 48.091, or to: _____ as an employee of the within named corporation at the principal place of business, or to: _____ as an employee of the registered agent because of failure to comply with s. 48.091. in accordance with F.S. 48.081(3)(a).
- ☐ **POSTING:**
by attaching a true copy of this process to a conspicuous place on the property described in the complaint or summons as _____ . The above tenant nor a resident 15 years of age or older could be found after making two (2) attempts not less than six (6) hours apart.
- ☐ **NON-SERVICE:** After diligent search and inquiry this process is being returned unexecuted on _____ for the reason stated below: _____ (date)
- ☐ **OTHER:** Comments: _____

KEVIN RAMBOSK, SHERIFF/COLLIER COUNTY, FL.

by: **2059**
Deputy Sheriff / ID number

589

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Dated this 31st day of July 2014.

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Personal Services:

RICHARD R COLLINS II
2140 SNOOK DR
NAPLES, FL 34102

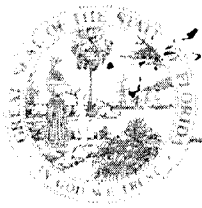
PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ORIGINAL
PAM CHILDERS, Sheriff
Escambia County
2014 JUL 22 AM 7:38
7/23/14 Time 09:15
D.S.
A.M.
P.M.

CIVIL PROCESS BUREAU
2014 JUL 22 AM 7:38
COLLIER COUNTY
SHERIFF'S OFFICE



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

July 17, 2014

Dear Sheriff:

Enclosed are the Notices of Application for Tax Deeds for our September 2, 2014 Tax Deed sale. Please serve the persons indicated on each of the notices. This service must take place no later than Monday, August 11, 2014 in order to comply with Florida Statutes.

Please find check enclosed for these services. Please call me if you have any questions. Thank you for your assistance and have a great day.

CIVIL PROCESS BUREAU
2014 JUL 21 PM 1:18
COLLIER COUNTY
SHERIFF'S OFFICE

Very truly yours,

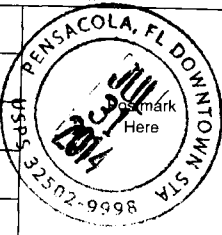
Hon Pam Childers
Clerk of the Circuit Court

By: 
Emily Hogg
Deputy Clerk

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

Postage \$.49
 Certified Fee 3.30
 Return Receipt Fee (Endorsement Required) 2.70
 Restricted Delivery Fee (Endorsement Required)
 Total Postage & Fees \$ 6.49



Sent To

Street, /
or PO B
City, Sta

RICHARD R COLLINS II [14-635]
 2140 SNOOK DR
 NAPLES, FL 34102

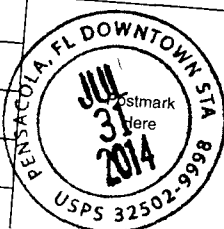
PS Form

uctions

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 Total Postage & Fees \$ 6.49



Sent To

Street, /
or PO B
City, Sta

RICHARD R COLLINS II [14-635]
 C/O TENANTS
 600 SOUTH N ST
 PENSACOLA FL 32502

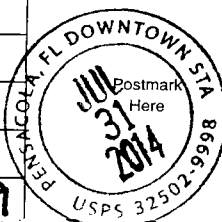
PS Form

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 Total Postage & Fees \$ 6.49



Sent To

Street, /
or PO B
City, Sta

REGIONS BANK FORMERLY
 AMSOUTH BANK [14-635]
 CONSUMER LOAN OPERATIONS
 PO BOX 1984
 BIRMINGHAM AL 35201

PS Form

uctions

7013 2630 0000 0141 9995

Sent To
 Street, /
or PO B
City, Sta

STATE FARM MUTUAL AUTOMOBILE
 INSURANCE COMPANY [14-635]
 NORMAN BALL
 7401 CYPRESS GARDENS DR
 WINTER HAVEN FL 33888

uctions

Postage \$.49
 Certified Fee 3.30
 Return Receipt Fee (Endorsement Required) 2.70
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 Total Postage & Fees \$ 6.49



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CERTIFIED MAIL™ RECEIPT
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11/11/14

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

REGIONS BANK FORMERLY
AMSOUTH BANK [14-635]
CONSUMER LOAN OPERATIONS
PO BOX 1984
BIRMINGHAM AL 35201

2. Article Number

(Transfer from service label)

7013 2630 0000 0141 9988

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY [14-635]
NORMAN BALL
7401 CYPRESS GARDENS DR
WINTER HAVEN FL 33888

2. Article Number

(Transfer from service label)

7013 2630 0000 0141 9995

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

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PS Form 3811, February 2004

Domestic Return Receipt

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1. Article Addressed to:

RICHARD R COLLINS II [14-635]
2140 SNOOK DR
NAPLES, FL 34102

2. Article Number

(Transfer from service label)

7013 2630 0000 0141 9971

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

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PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

11/11657

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA
NON ENFORCEABLE RETURN OF SERVICE

14-635

Document Number: ECSO14CIV034072NON

Agency Number: 14-010683

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT # 11657 2011

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE RICHARD R COLLINS II

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 7/31/2014 at 9:48 AM and served same at 10:25 AM on 8/7/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: V Bell 923

V. BELL, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: DLRUPERT

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Post Property:

600 S N ST 32502



**PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

By:
Emily Hogg
Deputy Clerk

07/31/14 4:12 PM
02/12/15