FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application Date / Number
Jul 7, 2014 / 140636

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 5721.0000** , issued the **1st** day of **June**, **2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number:** 09-1963-000

Certificate Holder:
CAP ONE AS COLL ASSN RMCTL2013
PO BOX 54426
NEW ORLEANS, LOUISIANA 70154

Property Owner:
FOWLER LARRY W & DEBRA B
724 SAILFISH DR
FORT WALTON BEACH , FLORIDA 32548

Legal Description:
LT 7 BLK 3 SAUFLEY HEIGHTS PB 1 P 89 OR 2887 P 631 OR 6206 P 517

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	5721.0000	06/01/12	$940.33	$0.00	$101.87	$1,042.20

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
2014	4857.0000	06/01/14	$868.72	$6.25	$43.44	$918.41
2013	5213.0000	06/01/13	$878.77	$6.25	$43.94	$928.96

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)	$2,889.57
2. Total of Delinquent Taxes Paid by Tax Deed Application	$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	
4. Ownership and Encumbrance Report Fee	$250.00
5. Tax Deed Application Fee	$75.00
6. Total Certified by Tax Collector to Clerk of Court	$3,214.57
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	$3,214.57
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	$6.25
17. Total Amount to Redeem	

*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By _____

Date of Sale: _____

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

DR-512
R.05/88

Application Number: 140636

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I, **CAP ONE AS COLL ASSN RMCTL2013**
PO BOX 54426
NEW ORLEANS, Louisiana, 70154
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
5721.0000	09-1963-000	06/01/2012	LT 7 BLK 3 SAUFLEY HEIGHTS PB 1 P 89 OR 2887 P 631 OR 6206 P 517

2013 TAX ROLL
FOWLER LARRY W & DEBRA B
724 SAILFISH DR
FORT WALTON BEACH , Florida 32548

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.

rmctl2013 (Matt Sheehan) — 07/07/2014

Applicant's Signature — 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.: 11832

January 14, 2015

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

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 01-14-1995, through 01-14-2015, and said search reveals the following:

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

   Larry W. Fowler and Debra B. Fowler, husband and wife

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: _____

January 14, 2015

OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION

File No.: 11832

January 14, 2015

Lot 7, Block 3, Saufley Heights, as per plat thereof, recorded in Plat Book 1, Page 89, of the Public Records of Escambia County, Florida

OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE

File No.: 11832 January 14, 2015

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

1. Mortgage executed by Larry W. Fowler and Debra B. Fowler, husband and wife to Beach Community Bank, dated 08/17/2007 and recorded in Official Record Book 6206 on page 520 of the public records of Escambia County, Florida. given to secure the original principal sum of $196,100.00. Mortgage Modification recorded in O.R. Book 6245, page 1509. Assignment of Rents and Leases recorded in O.R. Book 6206, page 527.

2. Judgment filed by Beach Community Bank recorded in O.R. Book 6600, page 495, and O.R. Book 6615, page 1729.

3. Taxes for the year 2011-2013 delinquent. The assessed value is $49,432.00. Tax ID 09-1963-000.

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: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 4-6-2015

TAX ACCOUNT NO.: 09-1963-000

CERTIFICATE NO.: 2012-5721

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
___	X	Notify Escambia County, 190 Governmental Center, 32502
___	X	Homestead for _____ tax year.

Larry W. Fowler
Debra B. Fowler
724 Sailfish Dr.
Ft. Walton Beach, FL 32548

Unknown Tenants
16 Glynquist Ave.
Pensacola, FL 32526

Beach Community Bank
P.O. Box 4400
Ft. Walton Beach, FL 32549
and
17 SE Eglin Pkwy.
Ft. Walton Beach, FL 32548

Certified and delivered to Escambia County Tax Collector, this 23rd day of January, 2015.

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.

Recorded in Public Records 08/24/2007 at 10:44 AM OR Book 6206 Page 517, Instrument #2007081636, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $726.60

27.00
725.46
752.46

This Instrument was Prepared By:
RICHARD M. COLBERT, ESQUIRE
Beach Title Services, LLC
4 Laguna Street, Suite 101
Fort Walton Beach, Florida 32548

TAX PARCEL I.D.#: 391S31-3340-007-003
131S30-2105-000-002
261S30-6101-024-004
261S30-6101-006-003

STATE OF FLORIDA

COUNTY OF ESCAMBIA

WARRANTY DEED

THIS INDENTURE, made effective the 17th day of August, 2007, by RUBY L. FOWLER, an unmarried woman, and LARRY W. FOWLER, a married man (the "Grantors"), in favor of LARRY W. FOWLER and DEBRA B. FOWLER, husband and wife, whose address is 724 Sailfish Drive, Fort Walton Beach, FL 32548 (the "Grantee").

WITNESSETH, That said Grantors, for and in consideration of the sum of Ten and NO/100ths Dollars ($10.00), and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, all of Grantors' right, title and interest in and to those certain tracts or parcels of real property situate, lying and being in Escambia County, Florida, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which Property is not the constitutional homestead of the Grantors.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions.

SUBJECT TO taxes for the year 2007 and subsequent years, and restrictions and easements of record, if any, which are not hereby reimposed.

GRANTORS COVENANT that it is well seized of an indefeasible estate in fee simple in the Property, and has a good right to convey the same; that it is free of lien or encumbrance, and Grantors hereby fully warrant the title to the Property and will defend same against all persons lawfully claiming the same.

IN WITNESS WHEREOF, Grantors have signed and sealed this Warranty Deed as of the day and year first above written.

WITNESSES:

Shannon Scallan
Shannon Scallan
(Type or print name)

Kimberly A. Luce
Kimberly A. Luce
(Type or print name)

Ruby L. Fowler
RUBY L. FOWLER

Shannon Scallan
Shannon Scallan
(Type or print name)

Kimberly A. Luce
Kimberly A. Luce
(Type or print name)

LARRY W. FOWLER

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17th day of August, 2007, by Ruby L. Fowler, who ( ) is personally known to me, or (X) has shown me FL DL F460752299310 as identification, and did *not* take an oath.

Karen Simpson
NOTARY PUBLIC
Karen Simpson
(Type/Print Name)
Commission No.: 328793
My Commission expires: 5/24/2008

KAREN SIMPSON
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION NO: DD 322793
MY COMMISSION EXPIRES 5/24/2008

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 17th day of August, 2007, by Larry W. Fowler, who ( ) is personally known to me, or (X) has shown me FL DL F416053757[illegible] as identification, and did *not* take an oath.

Karen Simpson
NOTARY PUBLIC
Karen Simpson
(Type/Print Name)
Commission No.: 328793
My Commission expires: 5/24/2008

KAREN SIMPSON
NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION NO: DD 322793
MY COMMISSION EXPIRES 5/24/2008

EXHIBIT "A"

Parcel 1
Lot 7, Block 3, Saufley Heights Subdivision, a division of a portion of Section 39, Township 1 South, Range 31 West, Escambia County, Florida, according to the plat thereof, as recorded in Plat Book 1, Page 89, of the Public Records of Escambia County, Florida.

Parcel 2
Begin at the Northwest corner of Section 13; thence South 89 degrees 23' East along North line of section for 1314.39 feet to Northwest corner of Government Lot 3; thence South 01 degrees 45' West 571 feet to Point of Beginning; continue Southerly 01 degrees 45' West 100 feet; Easterly at an angle of 90 degrees 05', 260 feet; Northerly and parallel to West line of Lot 100 feet; Westerly 260 feet to Point of Beginning. Except West 15 feet for road right of way. All lying and being in Escambia County, Florida.

Parcel 3
Begin at the Southeast corner of Section 26, Township 1 South, Range 30 West, Escambia County, Florida; thence run Northerly along the East line of Section 26, a distance of 948 feet; thence run Westerly at right angles a distance of 291 feet for Point of Beginning; thence continue Westerly on same course a distance of 75 feet; thence run Northerly at right angles a distance of 145 feet; thence run Easterly at right angles a distance of 75 feet; thence run Southerly at right angles a distance of 145 feet to Point of Beginning, all lying and being in Section 26, Township 1 South, Range 30 West.

Parcel 5
Commence at the Southeast corner of Section 26, Township 1 South, Range 30 West, in Escambia County, Florida; thence run Northerly along East line of said Section a distance of 732 feet, thence Westerly at right angles a distance of 66 feet, for a Point of Beginning; thence continue Westerly on the same course a distance of 150 feet; thence Northerly at a right angle a distance of 75 feet; thence Easterly at right angle a distance of 150 feet; thence run Southerly at right angle a distance of 75 feet to Point of Beginning, the said parcel being also described as Lots 6, 7 and South Half of Lot 8, Block 3, as shown in unrecorded Plat of survey by J. W. Cook, lying and being a portion of Section 26, Township 1 South, Range 30 West, Escambia County, Florida.

Recorded in Public Records 08/24/2007 at 10:44 AM OR Book 6206 Page 520, Instrument #2007081637, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $61.00 MTG Stamps $686.35 Int. Tax $392.20

61.00
686.35
392.20
113955

This instrument prepared by:
Richard M. Colbert
Beach Title Services, LLC
4 Laguna Street, Ste. 101
Ft. Walton Bch, FL 32548

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 17th day of August, 2007, from **Larry W. Fowler and Debra B. Fowler, husband and wife**, whose address is 245 Hollywood Blvd, Fort Walton Beach, FL 32548 (hereinafter the "Mortgagor"), to **BEACH COMMUNITY BANK,** whose address is Post Office Box 4400, Ft. Walton Beach, Florida 32549, (hereinafter the "Mortgagee"), WITNESSETH:

SECTION 1.

1.01 **PREMISES.** Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. **REAL PROPERTY.** That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. **IMPROVEMENTS**. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. **APPURTENANCES**. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 **PERMITTED ENCUMBRANCES.** Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing; valid easements, restrictions and mineral reservations of record affecting the Property, if any, which are not hereby reimposed (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note

and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises 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; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

1.03 **SECURED INDEBTEDNESS.** This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note (the "Note") of even date herewith for the sum of **ONE HUNDRED NINETY SIX THOUSAND AND 100 HUNDRED and NO/100ths DOLLARS ($196,100.00)** made by Sea-Side Building Services and Design, Inc., a Florida corporation, (the "Borrower") payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof; and

B. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.

C. This Mortgage shall also secure all extensions or renewals of the Note, such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Borrower(s), and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to the Borrower, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or raise hereafter, or be now owned or held by the Borrower, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which the Borrower, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided, that the total of all amounts secured hereby shall not exceed at any one time the sum of Six Hundred Fifty Two Thousand and no/100 ($652,000.00) Dollars in the aggregate; and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage or on or before twenty (20) years after the date of this Mortgage within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration.

1.04 **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefore and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

SECTION 2.

Mortgagor further covenants and agrees as follows:

2.01 **PAYMENT OF INDEBTEDNESS.** To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

2.02 **MAINTENANCE AND REPAIR:** To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.

2.03 **TAXES, LIENS AND OTHER CHARGES.** To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay

4.05 **ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed by its duly authorized corporate officer the day and year first above written.

By:_____
Larry W. Fowler

By:_____
Debra B. Fowler

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 17th day of August, 2007, by Larry W. Fowler and Debra B. Fowler, (✓) who are personally known to me or ( ) who have shown me _____ as identification.

_____
(Print/Type Name)
Commission number:_____

(NOTARY SEAL)

RICHARD M. COLBERT
Notary Public - State of Florida
My Commission Expires Jul 19, 2011
Commission # DD 672337

G:\Documents\CLOSINGS\BCB\sea-side\mortgage.doc

EXHIBIT "A"

Parcel 1
Lot 7, Block 3, Saufley Heights Subdivision, a division of a portion of Section 39, Township 1 South, Range 31 West, Escambia County, Florida, according to the plat thereof, as recorded in Plat Book 1, Page 89, of the Public Records of Escambia County, Florida.

Parcel 2
Begin at the Northwest corner of Section 13; thence South 89 degrees 23' East along North line of section for 1314.39 feet to Northwest corner of Government Lot 3; thence South 01 degrees 45' West 571 feet to Point of Beginning; continue Southerly 01 degrees 45' West 100 feet; Easterly at an angle of 90 degrees 05', 260 feet; Northerly and parallel to West line of Lot 100 feet; Westerly 260 feet to Point of Beginning. Except West 15 feet for road right of way. All lying and being in Escambia County, Florida.

Parcel 3
Begin at the Southeast corner of Section 26, Township 1 South, Range 30 West, Escambia County, Florida; thence run Northerly along the East line of Section 26, a distance of 948 feet; thence run Westerly at right angles a distance of 291 feet for Point of Beginning; thence continue Westerly on same course a distance of 75 feet; thence run Northerly at right angles a distance of 145 feet; thence run Easterly at right angles a distance of 75 feet; thence run Southerly at right angles a distance of 145 feet to Point of Beginning, all lying and being in Section 26, Township 1 South, Range 30 West.

Recorded in Public Records 06/08/2010 at 10:52 AM OR Book 6600 Page 495, Instrument #2010036367, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

INSTR # 1111184
OR BK 2837 Pages 1454 - 1456
RECORDED 03/12/10 10:35:51
MARTHA INGLE, WALTON COUNTY
CLERK OF COURT
DEPUTY CLERK K DOUGLASS
#1

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

BEACH COMMUNITY BANK,

Plaintiff,

v.

RECEIVED
DON W. HOWARD
CLERK OF COURTS
OKALOOSA COUNTY, FL
2010 FEB 19
SHALONDA

CASE NO.: 2009 CA 003337

SEA-SIDE BUILDING SERVICES AND DESIGN, INC., LARRY W. FOWLER, and DEBRA B. FOWLER,

Defendants.
_____/

Instr # 2621710 BK: 2927 PG:968,Page 1 of 3
Recorded 03/10/2010 at 10:11 AM,
RECORDING: $15.00 RECORDING ARTICLE V: $12.00

DEPUTY CLERK KSCHOOLCRAFT
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

FINAL JUDGMENT IN FAVOR OF BEACH COMMUNITY BANK

THIS CAUSE came on for hearing on February 12, 2010, upon the Motion for Summary Judgment filed by BEACH COMMUNITY BANK ("Plaintiff"), whose municipal address and mailing address is 17 Southeast Eglin Parkway, Fort Walton Beach, Florida 32548. The Defendants, SEA-SIDE BUILDING SERVICES AND DESIGN, INC. (hereinafter "Sea-Side"), whose mailing address is 724 Sailfish Drive, Fort Walton Beach, FL 32548, LARRY W. FOWLER (hereinafter "L. Fowler"), whose mailing address is 724 Sailfish Drive, Fort Walton Beach, FL 32548, and DEBRA B. FOWLER (hereinafter "D. Fowler"), whose mailing address is 724 Sailfish Drive, Fort Walton Beach, FL 32548, have been properly served and have filed an answer through their attorney of record. Proper notice of said hearing has been provided to Sea-Side, L. Fowler and D. Fowler (collectively, individually and interchangeably the "Defendants"). This Court being fully advised and having considered the arguments, pleadings, applicable law, and evidence before the Court finds that Plaintiff has sustained the allegations of the complaint against the Defendants, and Plaintiff is entitled to the relief prayed for, and that the Court has jurisdiction to grant same. It is, therefore,

ORDERED AND ADJUDGED as follows:

Instr # 2618109 BK: 2924 PG:3908,Page 1 of 3
Recorded 02/19/2010 at 09:56 AM,

DEPUTY CLERK ABUSBEE
DON W. HOWARD,CLERK OF COURTS, OKALOOSA COUNTY, FL

2009 CA 003337 S
BROWN, KATHRYN
2/12/10 FJPL 18.000000

1. This Court has jurisdiction of the parties in this cause and the subject matter hereof and has jurisdiction to render this judgment; further, that the allegations contained herein have been proved by competent evidence, there are no material issues of fact or law and this Final Judgment is in satisfaction of all the claims by Plaintiff in the complaint.

2. The equities of this cause are with Plaintiff and against the Defendants.

3. The Court finds that $150.00 per hour and $165.00 per hour are appropriate and reasonable hourly rates to be charged by Plaintiff's attorneys in this action, that 15.6 hours is an appropriate and reasonable amount of time to be expended by attorneys in connection with this action, and 3.2 hours at $75.00 per hour is a reasonable hourly rate and a reasonable amount of time to be expended by paralegals in connection with this action, and that no enhancement or reduction of the fee is appropriate. Accordingly, attorneys' fees in the amount indicated below are awarded for Plaintiff.

4. That Plaintiff recover from Sea-Side, L. Fowler and D. Fowler, jointly and severally, the following amounts due under that certain note and guarantees sued upon:

Principal:		$ 255,842.75
Interest through November 30, 2009:		$ 41,826.91
Late Charges:		$ 237.80
	Subtotal	$ 297,907.46
COURT COSTS:		
Clerk's filing fees		$ 430.00
Service of Process Fees		$ 95.00
Postage and Express Mail		$ 31.46
	Court Costs Subtotal	$ 556.46
JUDGMENT SUBTOTAL		$ 298,463.92
ATTORNEYS' FEES		$ 2,734.00
	JUDGMENT TOTAL	**$ 301,197.92**

with interest continuing to accrue at the per diem rate of $127.92 until the date of this judgment, plus interest at the rate of 6% per annum as prescribed by law from the date of this judgment until paid, plus any further sums in connection herewith, for all of which let execution issue.

5. The Plaintiff is entitled to and hereby preserves all other rights and remedies allowable to the Plaintiff under the note, loan documents and any collateral secured thereby, as well as under Florida law. The Plaintiff's rights and remedies relating to any and all collateral shall be preserved. This Final Judgment shall not be deemed to be the exclusive right of Plaintiff to enforce collection of the outstanding indebtedness or its exclusive remedies against any and all collateral securing the indebtedness due under the note or the loan documents, since Plaintiff's rights and remedies are cumulative.

DONE AND ORDERED in Chambers at Shalimar, Okaloosa County, Florida, this 12th day of February, 2010.

Thomas J. Remington
CIRCUIT JUDGE

Conformed Copies to:

Robert S. Rushing, Esquire
Carver, Darden, Koretzky, Tessier,
Finn, Blossman & Areaux, LLC
Counsel for Beach Community Bank
801 W. Romana Street – Suite A
Pensacola, Florida 32502

John R. Dowd, Esquire
Counsel for Sea-Side Building Services & Design, Inc.,
Larry W. Fowler and Debra B. Fowler
119 Perry Avenue, S.E.
Fort Walton Beach, Florida 32548

Prepared by:
Robert S. Rushing, Esquire
CARVER, DARDEN, KORETZKY,
TESSIER, FINN, BLOSSMAN & AREAUX, LLC
801 West Romana Street, Suite A
Pensacola, Florida 32502

CERTIFIED A TRUE
AND CORRECT COPY
DON W. HOWARD
CLERK CIRCUIT COURT
BY Justina Schaad
DEPUTY CLERK
DATE 03/10/10

CLERK CIRCUIT COURT OKALOOSA COUNTY, FLORIDA

DW
2-16-10

Recorded in Public Records 07/21/2010 at 08:50 AM OR Book 6615 Page 1729, Instrument #2010046758, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $95.00

FILE # 2644106 RCD: 07/06/2010 @ 02:11 PM, BK: 2942 PG: 2654 DEPUTY CLERK ABUSBEE DON W. HOWARD, CLERK OF COURTS, OKALOOSA COUNTY FL

IN THE CIRCUIT COURT IN AND FOR OKALOOSA COUNTY, FLORIDA

BEACH COMMUNITY BANK,

Plaintiff,

v.

CASE NO.:2009 CA 003339

LARRY W. FOWLER and
DEBRA B. FOWLER,

Defendants.
_____/

FINAL JUDGMENT IN FAVOR OF BEACH COMMUNITY BANK

THIS CAUSE came for hearing on June 29, 2010, upon the Motion for Summary Judgment filed by BEACH COMMUNITY BANK ("Plaintiff"), whose municipal address and mailing address is 17 Southeast Eglin Parkway, Fort Walton Beach, Florida 32548. The Defendants, LARRY W. FOWLER ("L. Fowler"), whose address is 724 Sailfish Drive, Fort Walton Beach, Florida 32548, and DEBRA B. FOWLER ("D. Fowler), whose address is 724 Sailfish Drive, Fort Walton Beach, Florida 32548, have been properly served and have filed an answer through their attorney of record. Proper notice of said hearing has been provided to L. Fowler and D. Fowler (collectively, individually and interchangeably the "Defendants"). This Court being fully advised and having considered the arguments, pleadings, applicable law and evidence before the Court finds that Plaintiff has sustained the allegations of the complaint against Defendants; and Plaintiff is entitled to the relief prayed for, and that the Court has jurisdiction to grant same. It is, therefore,

ORDERED AND ADJUDGED as follows:

1. This Court has jurisdiction of the parties in this cause and the subject matter hereof and has jurisdiction to render this judgment; further, that the allegations contained herein have been proved by competent evidence, and there are no material issues of fact or law and this Final Judgment is in satisfaction of all the claims by Plaintiff in the complaint.

Instr # 2645665 BK: 2943 PG:3071,Page 1 of 11
Recorded 07/14/2010 at 11:18 AM,
RECORDING: $51.00 RECORDING ARTICLE V: $44.00

DEPUTY CLERK LALLABAUGH
DON W HOWARD CLERK OF COURTS OKALOOSA COUNTY FL

2009 CA 003339 S
BROWN, KATHRYN
6/29/10 FJPL 16.000000

2. That the equities of this cause are with the Plaintiff and against the Defendants.

3. The Court finds that $165.00 per hour and $150.00 per hour is an appropriate and reasonable hourly rate to be charged by Plaintiff's attorneys in this action, that 12.4 hours is an appropriate and reasonable amount of time to be expended by attorneys in connection with this action, and 3.7 hours for paralegal time at $75.00 per hour and $45.00 per hour is an appropriate and reasonable hourly rate and reasonable amount of time to be expended by the paralegals in connection with this action, and that no enhancement or reduction of the fee is appropriate. Accordingly, attorneys' fees in the amount indicated below are awarded to Plaintiff.

4. That Plaintiff recover from L. Fowler and D. Fowler, jointly and severally, the following amounts due under the promissory note sued upon:

Principal Due on Note	$ 150,100.00
Interest through November 30, 2009	$ 27,771.53
Subtotal	$ 177,871.53
COURT COSTS	
Filing Fee	$ 420.00
Service of Process Fees	$ 70.00
Postage and Express Mail	$ 31.11
Court Costs subtotal	$ 521.11
JUDGEMENT SUBTOTAL	$ 178,392.64
ATTORNEYS' FEES	$ 2,222.00
JUDGMENT TOTAL	**$ 180,614.64**

with interest continuing to accrue at the per diem rate of $75.05 until the date of this judgment, plus interest at the rate of 6% per year pursuant to §55.03, Florida Statutes, from the date of this judgment until paid, plus any further sums in connection herewith, for all of which let execution issue.

5. L. Fowler and D. Fowler shall each complete Florida Rules of Civil Procedure Form 1.977 (Fact Information Sheet), copies of which are attached hereto, and return it to the *Plaintiff's* attorney within 45 days from the date of this Final Judgment in Favor of Beach Community Bank,

unless said Final Judgment in Favor of Beach Community Bank is satisfied or a motion for new trial or notice of appeal is filed.

6. The Plaintiff is entitled to and hereby preserves all other rights and remedies allowable to the Plaintiff under the note, loan documents and any collateral secured thereby, as well as under Florida law. The Plaintiff's rights and remedies relating to any and all collateral shall be preserved. This Final Judgment shall not be deemed to be the exclusive right of Plaintiff to enforce collection of the outstanding indebtedness or its exclusive remedies against any and all collateral securing the indebtedness due under the note or the loan documents, since Plaintiff's rights and remedies are cumulative.

DONE AND ORDERED in Chambers at Shalimar, Okaloosa County, Florida, this 29th day of June, 2010.

CIRCUIT JUDGE

Conformed Copies to:

Robert S. Rushing, Esquire
Carver, Darden, Koretzky,
Tessier, Finn, Blossman & Areaux, LLC
Counsel for Beach Community Bank
801 West Romana Street, Suite A
Pensacola, FL 35202

John R. Dowd, Esquire
Attorney for Larry W. Fowler and Debra B. Fowler
285 Harbor Boulevard
Suite A
Destin, FL 32541

CERTIFIED A TRUE
AND CORRECT COPY
DON W. HOWARD
CLERK CIRCUIT COURT
BY DEPUTY CLERK
DATE 07/14/2010

Prepared by:
Robert S. Rushing, Esquire
CARVER, DARDEN, KORETZKY,
TESSIER, FINN, BLOSSMAN & AREAUX, LLC
801 West Romana Street, Suite A
Pensacola, Florida 32502

7-1-10