

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Apr 22, 2015 / 150090

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 835.0000**, issued the **1st day of June, 2013**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 02-1863-300**

**Certificate Holder:**  
MTAG AS CUSTODIAN FOR CAZ CREE  
PO BOX 54303  
NEW ORLEANS, LOUISIANA 70154

**Property Owner:**  
BUTCHER WILLIAM & DALBY WILLIAM E JR  
1616 MOONRAKER DR  
MILTON, FLORIDA 32583

**Legal Description:**

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT ...

**See attachment for full legal description.**

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
2013	835.0000	06/01/13	\$1,510.07	\$0.00	\$75.50	\$1,585.57

**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
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- 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 (2014)
- 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

\$1,585.57
\$0.00
\$1,471.06
\$200.00
\$125.00
\$3,381.63
\$3,381.63
\$6.25

\*Done this 22nd day of April, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By



Date of Sale: 7/6/15

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

FORM 513  
(r.12/00)

**TAX COLLECTOR'S CERTIFICATION**

**APPLICATION DATE**

4/22/2015

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 02-1863-300**

April 30, 2015  
Tax Year: 2012  
Certificate Number: 835.0000

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84  
DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR  
4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**MTAG AS CUSTODIAN FOR CAZ CREE  
PO BOX 54303  
NEW ORLEANS, Louisiana, 70154**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
835.0000	02-1863-300	06/01/2013	BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

**2014 TAX ROLL**

BUTCHER WILLIAM & DALBY WILLIAM E JR  
1616 MOONRAKER DR  
MILTON , Florida 32583

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.

MTAGCaz (Flor Anne Militar)

Applicant's Signature

04/22/2015

Date



# Chris Jones Escambia County Property Appraiser

Real Estate Search	Tangible Property Search	Sale List	Amendment 1/Portability Calculations
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[Back](#)

[★ Navigate Mode](#)
[Account](#)
[Reference](#)
[★](#)

[Printer Friendly Version](#)

## General Information

**Reference:** 141S302101000006  
**Account:** 021863300  
**Owners:** BUTCHER WILLIAM & DALBY WILLIAM E JR  
**Mail:** 1616 MOONRAKER DR MILTON, FL 32583  
**Situs:** 9121 CAMBERWELL RD 32514  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)  
 Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

## 2014 Certified Roll Assessment

**Improvements:** \$77,449  
**Land:** \$11,970  
**Total:** \$89,419  
Non-Homestead Cap: \$89,419

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

## Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2006	5966	1457	\$100	WD	<a href="#">View Instr</a>
07/2006	5962	899	\$50,400	WD	<a href="#">View Instr</a>
04/2006	5903	1852	\$100	CT	<a href="#">View Instr</a>
08/1981	1581	922	\$12,000	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

## 2014 Certified Roll Exemptions

None

## Legal Description

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 F T N 50 FT FOR POB CONT N 150 F T S 84 DEG 32 MIN W 150 FT S 1...

## Extra Features

METAL BUILDING

## Parcel Information

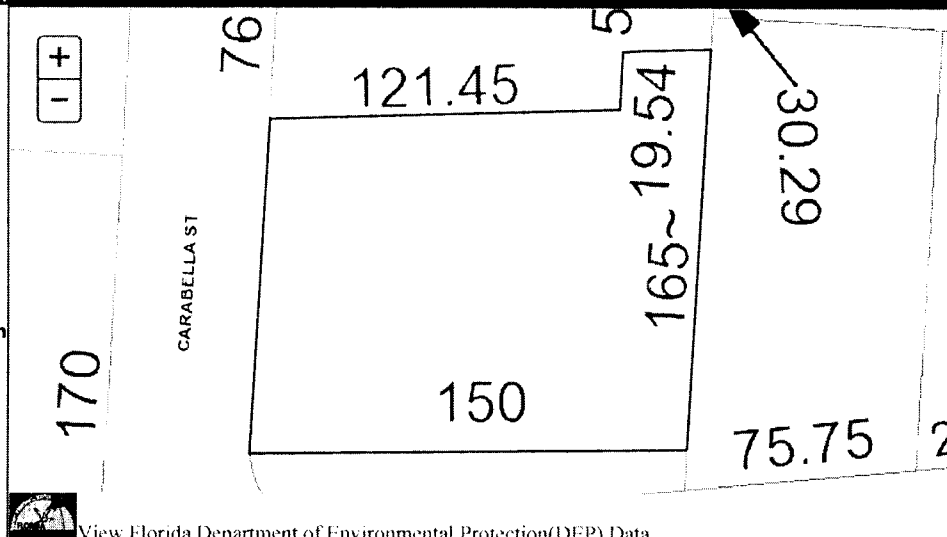
[Launch Interactive Map](#)

**Section Map Id:**  
 14-15-30-1

**Approx. Acreage:**  
 0.4200

**Zoned:**   
 R-3

**Evacuation & Flood Information**  
[Open Report](#)




View Florida Department of Environmental Protection(DEP) Data

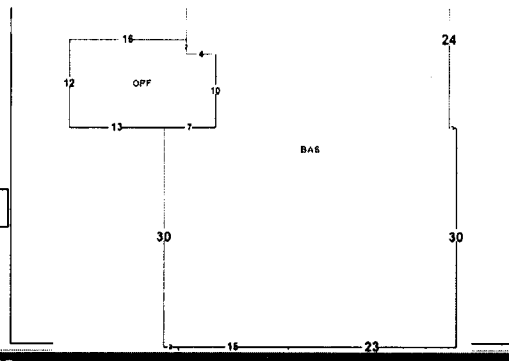
## Buildings

Address: 9121 CAMBERWELL RD, Year Built: 1967, Effective Year: 1997

## Structural Elements

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-BRICK-FACE/VENEER**  
**EXTERIOR WALL-SIDING-SHT.AVG.**  
**FLOOR COVER-CARPET**  
**FOUNDATION-WOOD/SUB FLOOR**

 Areas - 2361 Total SF  
**BASE AREA - 2024**  
**OPEN PORCH FIN - 337**



2/23/11

Last Updated: 04/30/2015 (tc.55436)

# **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.: 12085

May 1, 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 05-01-1995, through 05-01-2015, and said search reveals the following:

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

William Butcher and William E. Dalby

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: 

May 1, 2015

# OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 12085

May 1, 2015

## 141S302101000006 - Full Legal Description

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 12085

May 1, 2015

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

1. Mortgage executed by William E. Dalby and Sharlyn Dalby and William Butcher to Regions Bank Successor by Merger to AmSouth Bank, dated 08/16/2006 and recorded in Official Record Book 6032 on page 996 of the public records of Escambia County, Florida. given to secure the original principal sum of \$80,000.00. Mortgage Modification recorded in O.R. Book 6062, page 1420.
2. Taxes for the year 2012 and 2014 delinquent. The assessed value is \$89,419.00. Tax ID 02-1863-300.

**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: 7-6-2015

TAX ACCOUNT NO.: 02-1863-300

CERTIFICATE NO.: 2013-835

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

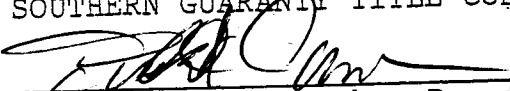
    X Notify City of Pensacola, P.O. Box 12910, 32521  
    X Notify Escambia County, 190 Governmental Center, 32502  
    X Homestead for        tax year.

William Butcher  
William E. Dalby  
1616 Moonraker Dr.  
Milton, FL 32583  
and  
9121 Camberwell Rd.  
Pensacola, FL 32514  
and  
9790 Kenwood Rd.  
Salina, OK 74365

Regions Bank  
P.O. Box 830721  
Birmingham, AL 35283

Certified and delivered to Escambia County Tax Collector,  
this 1st day of May, 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.

Tax Parcel# 114494200

## Warranty Deed

Made this <sup>8th</sup> 10<sup>th</sup> day of August, 2006 by William Butcher hereinafter called the grantor, to William E. Dalby Jr. and William Butcher whose post office address is 1628 Amarillo Trail, Gulf Breeze, FL 32563 Hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and successors and assigns of corporations.)

**Witnesseth**, that the grantor, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See attached schedule "A" for legal description

Said property is not the homestead of the grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

**Together** with all the tenement, hereditaments and appurtenances thereto belonging or in anywise appertaining.

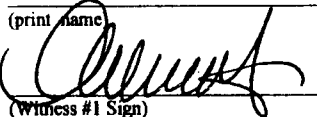
**To Have and to Hold**, the same in simple fee forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.


**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

  
(Witness #1 Sign)  
**LEIGH PYLE**

(print name)  
  
(Witness #1 Sign)

**Elizabeth Martin**  
(print name)

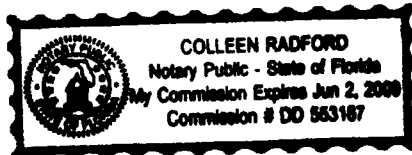
  
Grantor

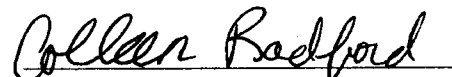
**William Butcher**  
Printed Name:

State of Florida

County of Santa Rosa

The foregoing instrument was acknowledged before me this 8th day of August, 2006, By William Butcher  
is/are personally known to me or who has/have produced drivers license or FL DL as identification.







**Chris Jones**  
**Escambia County Property Appraiser**

*Hurricane Dennis & Your Property Assessment (pdf)*

CHRIS JONES ECPA   RECORD SEARCH   GENERAL INFORMATION   GOVERNMENT AGENCIES   TANGIBLE PROPERTY   CONTACT US

**RECORD SEARCH**

[Back to Parcel Details](#)

General Information
<b>Name:</b> BANK WACHOVIA OF DELAWARE  NA C/O FIDELITY HOMEQ 1270 NORTHLAND DR STE 200 MENDOTA HEIGHTS MN 55120  <b>Account:</b> 021863300  <b>Reference:</b> 141S302101000006

Legal Description
BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5903 P 1852 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

CHRIS JONES ECPA   ■   RECORD SEARCH   ■   GENERAL INFORMATION   ■   DIRECTORY OF GOVERNMENT AGENCIES  
MAPS   ■   CONTACT US   ■   HOME   ■   DISCLAIMER

Powered by ESCPA.ORG

0121 Ambrose

Prepared by and Return to:  
MARVIN E. KATZ, Esq.  
BEN-EZRA & KATZ, P.A.  
2901 Stirling Rd, Ste 300  
Ft. Lauderdale, FL 33312  
(305) 770-4100  
Property Folio No: 02-1863-300  
File No.: 18197

### **SPECIAL WARRANTY DEED**

This SPECIAL WARRANTY DEED, made this 27th day of July, 2006. Between **WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION SUCCESSOR BY MERGE FIRST UNION NATIONAL BANK OF DELAWARE** whose post office address is: c/o Fidelity Residential Solution, 3227 E. 31st Street, #106, Tulsa, OK 74105, and **WILLIAM BUTCHER, a married man** whose post office address is: 1628 AMARILLO TERRACE, Gulf Breeze, FL 32563 **Grantee;**(The term "grantor" and "grantee" include all the parties in each capacity to the instrument and their respective heirs, personal representatives, successors and assigns)

Witnesseth that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor paid in hand by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, convey and confirm onto the said grantee, the following described land, situated, lying, and being in Escambia County, Florida, to wit:

#### **See Attached Exhibit "A"**

#### **SUBJECT TO:**

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.

"EXHIBIT A"

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH  $\frac{1}{2}$  OF LOT 2, SECTION 14, TOWNSHIP 1 SOUTH, RANGE 36 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH  $\frac{1}{2}$  A DISTANCE OF 150 FEET; THENCE NORTH 50 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTH 150 FEET; THENCE SOUTH  $84^{\circ}32'$  WEST A DISTANCE OF 150 FEET; THENCE NORTH  $84^{\circ}32'$  EAST A DISTANCE OF 150 FEET TO POINT OF BEGINNING.

LESS THAT PROPERTY CONVEYED TO ESCAMBIA COUNTY IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 4206, PAGE 942, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS THAT PROPERTY CONVEYED TO WARREN A. HARRIS, JR. IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 4457, PAGE 1993; RE-RECORDED IN O.R. BOOK 4479, PAGE 1731, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS THAT PROPERTY CONVEYED TO MICHAEL J. RUSSO AND MARK RUSSO IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 4121, PAGE 604, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Page 2 of SPECIAL WARRANTY DEED

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

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

**AND** Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

**IN WITNESS THEREOF**, the grantor has signed and sealed these presents the day and year written above.

Signed, sealed and delivered in the presence of:

Sandra Smith  
1st witness signature

Sandra Smith  
Printed or typed name

Kalpana Patel  
2nd witness signature

Kalpana Patel  
Printed or typed name

WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION SUCCESSOR BY MERGE FIRST  
UNION NATIONAL BANK OF DELAWARE

By: [Signature] (sign)  
As its Jeff Szymandera (print)  
Vice President

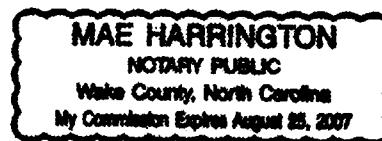
By: [Signature] (Print)  
Secretary Attest

STATE OF NC  
COUNTY OF Wake

The foregoing instrument was acknowledged before me this 11 day of July, 2006 by  
Jeff Szymandera, as Vice President of WACHOVIA BANK OF DELAWARE, NATIONAL  
ASSOCIATION SUCCESSOR BY MERGE FIRST UNION NATIONAL BANK OF DELAWARE and  
John Danner as Secretary. He/she is personally known to me or has produced  
as identification.

Seal:

Mae Harrington  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Steel Gent  
P.O. Box #30734  
Birmingham, AL 35283



DALBY, WILLIAM E JR

Record and Return To:  
Fluor Landing Solutions  
680A N. Johnstone Blvd  
MELBOURNE, FL 32934

This Mortgage prepared by:

Name: Tracie Rainey  
Company: AmSouth Bank  
Address: P.O. BOX #30721, BIRMINGHAM, AL 35283

2006220135310

132000340728

**MORTGAGE**

**FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$80,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated August 16, 2006, is made and executed between WILLIAM E DALBY JR, whose address is 9790 KENWOOD RD, SALINA, OK 743650000; SHARLYN K DALBY, whose address is 9790 KENWOOD RD, SALINA, OK 743650000; husband and wife, and WILLIAM BUTCHER, whose address is 9790 KENWOOD RD, SALINA, OK 743650000; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 3377 Gulf Breeze Parkway, Gulf Breeze, FL 32563 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 9121 CAMBERWELL ROAD, PENSACOLA, FL 325140000.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$80,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

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**MORTGAGE  
(Continued)**

Page 7

physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

**Lender.** The word "Lender" means AmSouth Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

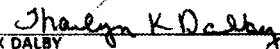
**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

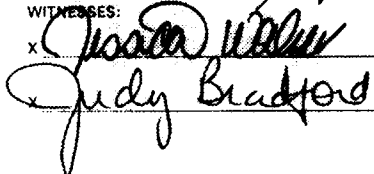
GRANTOR:

x   
WILLIAM E DALBY JR.

x   
SHARLYN K DALBY

x   
WILLIAM BUTCHER

WITNESSES:  JESSICA WALKER

x  JUDY BRADFORD



G2336278

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF ESCAMBIA AND STATE OF FLORIDA, DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LAND SITUATE IN ESCAMBIA COUNTY, FLORIDA VIZ:

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB  
CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR  
5903 P 1852 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P  
942 RD RW

PARCEL ID: 114494200

PROPERTY ADDRESS: 9121 CAMBERWELL RD

WHEN RECORDED MAIL TO:



DALBY, WILLIAM E AK

Record and Return To:  
Fiserv Lending Solutions  
600A N. John Rodes Blvd  
MELBOURNE, FL 32934

2006 339159220

This Modification of Mortgage prepared by:

Name: Brook Hollebaugh  
Company: Regions Bank, doing business as AmSouth Bank  
Address: P.O. BOX 830721, BIRMINGHAM, AL 35289

132 000340728

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 19, 2006, is made and executed between WILLIAM E DALBY A/K/A WILLIAM E DALBY JR, whose address is 9790 KENWOOD RD, SALINA, OK 74365; SHARLYN K DALBY, whose address is 9790 KENWOOD RD, SALINA, OK 74365; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 3377 Gulf Breeze Parkway, Gulf Breeze, FL 32563 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 18, 2006 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

RECORDED ON 11/17/2006 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT FOR ESCAMBIA COUNTY, FLORIDA IN OFF REC BK: 6032 PG: 996-1004.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ESCAMBIA County, State of Florida:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9121 CAMBERWELL RD, PENSACOLA, FL 32514.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$80,000 to \$100,000.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 19, 2006.

GRANTOR:

x William E Dalby  
WILLIAM E DALBY

x Sharlyn K Dalby  
SHARLYN K DALBY

WITNESSES:

x Judy Bradford JUDY BRADFORD

x Melissa Morris Melissa Morris

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

x Pergh Off  
Authorized Signer

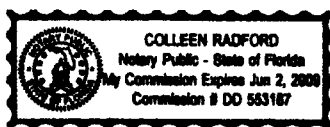
**MODIFICATION OF MORTGAGE  
(Continued)**

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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF FloridaCOUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 19th day of December, 2006  
by WILLIAM E DALBY and SHARLYN K DALBY, husband and wife, who are personally known to me or who have produced  
OK DL as identification and did / did not take an oath.



Colleen Radford  
(Signature of Person Taking Acknowledgment)

Colleen Radford  
(Name of Acknowledger Typed, Printed or Stamped)

Branch Assistant  
(Title or Rank)

(Serial Number, if any)

**LENDER ACKNOWLEDGMENT**

STATE OF FloridaCOUNTY OF Santa Rosa

The foregoing instrument was acknowledged before me this 19th day of December, 2006  
by Wynn Ryle. He or she is personally known to me or has produced  
as identification and did / did not take an oath.



Colleen Radford  
(Signature of Person Taking Acknowledgment)

Colleen Radford  
(Name of Acknowledger Typed, Printed or Stamped)

Branch Assistant  
(Title or Rank)

(Serial Number, if any)

G355FHTC

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF ESCAMBIA AND STATE OF FLORIDA, DESCRIBED AS FOLLOWS:

BEG AT SE COR OF N ½ OF LT 2 W ALG S LI OF N ½ OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5903 P 1582 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

PARCEL ID: 114494200

PROPERTY ADDRESS: 9121 CAMBERWELL RD