

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 20, 2015 / 150051

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 2060.0000**, 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: 04-1009-545**

Certificate Holder:

HMF FL D, LLC AND CAPITAL ONE RAI CUSTODIAN
PO BOX 54291
NEW ORLEANS, LOUISIANA 70154

Property Owner:

MCRORY JAMES H & DIANA F
2400 FARRIS AVE
PENSACOLA, FLORIDA 32526

Legal Description:

BEG AT NE COR OF S 1/2 OF LT 3 S ALG E LI OF SD LT 890 FT TO POB THENCE CONTINUE S 430 FT TO SE COR OF LT W 400 FT THENCE AT RT ANG N 430 FT THENCE AT ...

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	2060.0000	06/01/13	\$2,884.42	\$0.00	\$144.22	\$3,028.64

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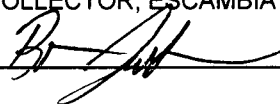
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application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

\$3,028.64
\$0.00
\$200.00
\$125.00
\$3,353.64
\$3,353.64
\$99,164.50
\$6.25

*Done this 20th 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

4/20/2015

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-1009-545

April 23, 2015

Tax Year: 2012

Certificate Number: 2060.0000

BEG AT NE COR OF S 1/2 OF LT 3 S ALG E LI OF SD LT 890 FT TO POB THENCE CONTINUE S 430 FT TO SE COR OF LT W 400 FT THENCE AT RT ANG N 430 FT THENCE AT RT ANG E 400 FT TO POB ALSO 17 FT STRIP DESCRIBED AS BEG AT SE COR OF GOVT LT 3N 88 DEG 32 MIN 50 SEC W ALG S LI OF GOVT LT 3 400 FT N 1 DEG 27 MIN 10 SEC E 35 FT FOR POB CONT N 1 DEG 27 MIN 10 SEC E 400 FT N 88 DEG 32 MIN 50 SEC W 17 FT S 1 DEG 27 MIN 10 SEC W 400 FT S 88 DEG 32 MIN 50 SEC E 17 FT TO POB OR 3490 P 513

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**HMF FL D, LLC AND CAPITAL ONE RAI CUSTODIAN
PO BOX 54291
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
2060.0000	04-1009-545	06/01/2013	BEG AT NE COR OF S 1/2 OF LT 3 S ALG E LI OF SD LT 890 FT TO POB THENCE CONTINUE S 430 FT TO SE COR OF LT W 400 FT THENCE AT RT ANG N 430 FT THENCE AT RT ANG E 400 FT TO POB ALSO 17 FT STRIP DESCRIBED AS BEG AT SE COR OF GOVT LT 3N 88 DEG 32 MIN 50 SEC W ALG S LI OF GOVT LT 3 400 FT N 1 DEG 27 MIN 1 ... See attachment for full legal description.

2014 TAX ROLL

MCRORY JAMES H & DIANA F
2400 FARRIS AVE
PENSACOLA , Florida 32526

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.

Gintdareo (Ginny Donaghy)

Applicant's Signature

04/20/2015

Date

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-1009-545

April 23, 2015
Tax Year: 2012
Certificate Number: 2060.0000

BEG AT NE COR OF S 1/2 OF LT 3 S ALG E LI OF SD LT 890 FT TO POB THENCE CONTINUE S 430 FT TO SE COR OF LT W 400 FT THENCE AT RT ANG N 430 FT THENCE AT RT ANG E 400 FT TO POB ALSO 17 FT STRIP DESCRIBED AS BEG AT SE COR OF GOVT LT 3N 88 DEG 32 MIN 50 SEC W ALG S LI OF GOVT LT 3 400 FT N 1 DEG 27 MIN 10 SEC E 35 FT FOR POB CONT N 1 DEG 27 MIN 10 SEC E 400 FT N 88 DEG 32 MIN 50 SEC W 17 FT S 1 DEG 27 MIN 10 SEC W 400 FT S 88 DEG 32 MIN 50 SEC E 17 FT TO POB OR 3490 P 513

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.

Gintdareo (Ginny Donaghy)
Applicant's Signature

04/20/2015
Date



Chris Jones

Escambia County Property Appraiser

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

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[Account](#)
[Reference](#)
[→](#)

[Printer Friendly Version](#)

General Information

Reference: 411S303000005001
Account: 041009545
Owners: MCRORY JAMES H & DIANA F
Mail: 2400 FARRIS AVE
 PENSACOLA, FL 32526
Situs: 2400 FARRIS AVE 32526
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: \$198,976
Land: \$12,791
Total: \$211,767
Save Our Homes: \$198,329

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	992	50	\$100	QC	View Instr
01/1974	833	258	\$100	WD	View Instr

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

2014 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT NE COR OF S 1/2 OF LT 3 S ALG E LI OF SD LT 890 FT TO POB THENCE CONTINUE S 430 FT TO SE COR OF LT W 400 FT THENC...

Extra Features

POOL

Parcel Information

[Launch Interactive Map](#)

Section Map Id:
 41-1S-30-2



Approx. Acreage:
 3.7400

Zoned:
 R-R

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

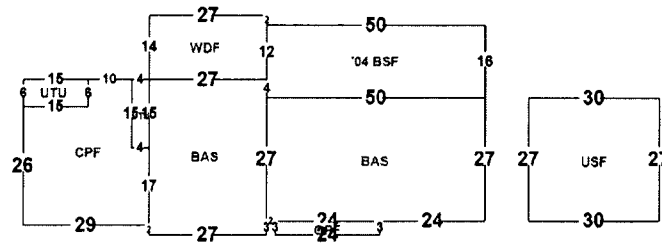
Buildings

Address: 2400 FARRIS AVE, Year Built: 1975, Effective Year: 1975

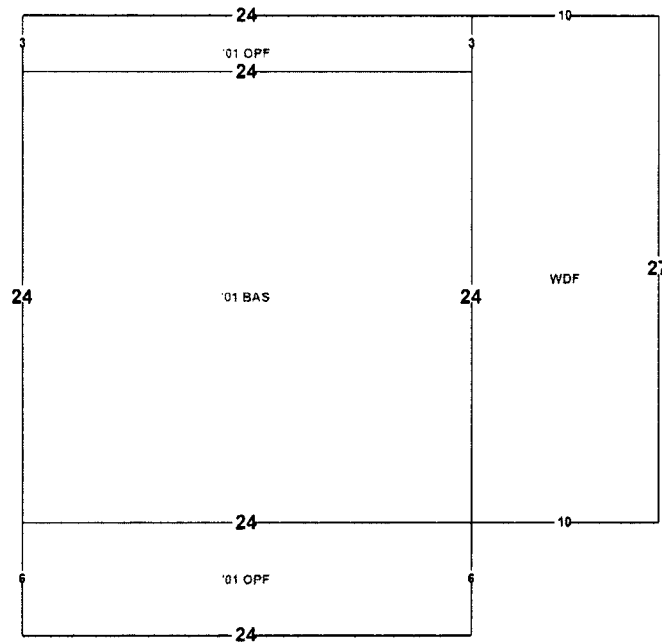
Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-FACE/VENEER
EXTERIOR WALL-SIDING-LAP.AAVG
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER

WOOD DECK FIN - 270



STRUCTURAL FRAME-WOOD FRAME



None

Last Updated: 04/23/2015 (tc.5719)

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.: 12028

April 23, 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 04-23-1995, through 04-23-2015, and said search reveals the following:

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

James H. McRory and Diana F. McRory, 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: 

April 23, 2015

OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 12028

April 23, 2015

411S303000005001 - Full Legal Description

BEG AT NE COR OF S 1/2 OF LT 3 S ALG E LI OF SD LT 890 FT TO POB THENCE CONTINUE S 430 FT TO SE COR OF LT W 400 FT THENCE AT RT ANG N 430 FT THENCE AT RT ANG E 400 FT TO POB ALSO 17 FT STRIP DESCRIBED AS BEG AT SE COR OF GOVT LT 3 N 88 DEG 32 MIN 50 SEC W ALG S LI OF GOVT LT 3 400 FT N 1 DEG 27 MIN 10 SEC E 35 FT FOR POB CONT N 1 DEG 27 MIN 10 SEC E 400 FT N 88 DEG 32 MIN 50 SEC W 17 FT S 1 DEG 27 MIN 10 SEC W 400 FT S 88 DEG 32 MIN 50 SEC E 17 FT TO POB OR 3490 P 513

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12028

April 23, 2015

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

1. Mortgage executed by James H. McRory and Diana F. McRory, husband and wife to Regions Bank formerly AmSouth Bank, dated 07/03/2003 and recorded in Official Record Book 5191 on page 1255 of the public records of Escambia County, Florida. given to secure the original principal sum of \$50,000.00. Mortgage Modification recorded in O.R. Book 5664, page 136.
2. Taxes for the year 2012 and 2014 delinquent. The assessed value is \$198,329.00. Tax ID 04-1009-545.

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.: 04-1009-545

CERTIFICATE NO.: 2013-2060

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 2014 tax year.

James H. McRory
Siana F. McRory
2400 Farris Ave.
Pensacola, FL 32526

Regions Bank
formerly AmSouth Bank
P.O. Box 830734
Birmingham, AL 35283

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

This Instrument Prepared by: Lou Campbell,
An Officer of Associated Land Title Group, Inc.,
4900 Bayou Blvd., Suite 201, Pensacola, FL 32503.
For Purposes of Title Ins.
File # 190-93-2008
Parcel ID # 44-15-30-3000-001

12-15-93
26 Dec
1420

34907 513

Warranty Deed

AN D 44-15-30-3000-001

Made this 17th day of December 1993 BETWEEN
DIANA F. MC RORY, FKA DIANA F. JOWERS AND DIANA FARRIS JOWERS, AND JAMES H. MC RORY,
AKA JIM MC RORY, HUSBAND AND WIFE
whose post office address is 2400 FARRIS AVENUE
PENSACOLA, FLORIDA 32526
of the County of ESCAMBIA State of FLORIDA grantor and
JAMES H. MC RORY AND DIANA F. MC RORY, HUSBAND AND WIFE (SS#: 262-52-9646 263-78-4495)
whose post office address is:

2400 FARRIS AVENUE
PENSACOLA, FLORIDA 32526
of the County of ESCAMBIA State of FLORIDA grantee

WITNESSETH That said grantor, for and in consideration of the sum of ten (\$10.00) Dollars and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in ESCAMBIA County, Florida, to wit:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND BY REFERENCE MADE A PART HEREOF.

Subject to easements and restrictions of record, if any, which are specifically not extended or reimposed hereby. Subject to 1993 taxes and assessments.

D.S. PD. \$.70
DATE 12-22-93
JOE A. FLOWERS, COMPTROLLER
BY *[Signature]* D.C.
CITY REG. #59-204328-27-01

and said grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever


IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written
Said Deed and delivered in Our Presence

[Signature]
LOU CAMPBELL
AFFIDAVIT TO THE COURT OF CLERK
[Signature]
BROWNIE J. HOPKINS
AFFIDAVIT TO THE COURT OF CLERK

[Signature]
DIANA F. MC RORY
[Signature]
JAMES H. MC RORY

STATE OF FLORIDA COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on the day of DECEMBER 17, 1993
DIANA F. MC RORY FKA DIANA F. JOWERS AND DIANA FARRIS JOWERS, AND JAMES H. MC RORY
AKA JIM MC RORY, HUSBAND AND WIFE
who is personally known to me or who has produced the identification shown herein, who is the person described in and who executed the foregoing instrument, and who, after being duly sworn, says that the execution hereof is his/her free act and deed for the uses and purposes herein mentioned and on each side was the mark and seal taken
SWORN TO AND SO DESCRIBED before me the undersigned Notary Public, by my hand and official seal the day and year last aforesaid

My Commission Expires
Commission No.  *[Signature]*
NOTARY PUBLIC

Commencing at the Northeast corner of South 1/2 of Government Lot 3, Section 41, Township 1 South, Range 30 West, Escambia County, Florida, thence run South along East line of said Lot 3 for a distance of 890.00 feet to the Point of Beginning, thence continue South along same line a distance of 430.00 feet to the Southeast corner of said Lot 3, thence run West a distance of 400.00 feet thence run North a distance of 430.00 feet, thence run East a distance of 400.00 feet to the Point of Beginning.

And together with the 17 foot strip of property on the West side of the above described property, more particularly described as follows: Commence at the Southeast corner of Government Lot 3, Section 41, Township 1 South, Range 30 West, Escambia County, Florida, thence North $88^{\circ}32'50''$ West along the South line of said government lot 3 for 400.00 feet, thence North $01^{\circ}27'10''$ East for 35.00 feet to the Point of Beginning, thence continue North $01^{\circ}27'10''$ East for 400.00 feet, thence North $88^{\circ}32'50''$ West for 17.00 feet, thence South $01^{\circ}27'10''$ West for 400.00 feet, thence South $88^{\circ}32'50''$ East for 17.00 feet to the Point of Beginning.

Subject to: A narrow parcel of land 430 feet long along the Easterly side of Section 41, located in Township 1 South, Range 30 West, in the State of Florida, more particularly described as follows: Commence at the Northeast corner of the South one-half of said Section; thence Southerly along the Easterly line 890 feet to the Point of Beginning, thence continue Southerly 430 feet to the Southeast corner, thence at right angles Westerly for 20 feet, thence at right angles Northerly for 100 feet, thence at right angles Easterly 10 feet, thence at right angles Northerly 330 feet, thence at right angles Easterly 10 feet to the Point of Beginning.

30 J 157

RECORDED
INDEXED
FEB 27 1950
FEB 27 1950

10

37.50
175.00
150

OR BK 5191 PG1255
Escambia County, Florida
INSTRUMENT 2003-123094

MTG DOC STAMPS PD @ ESC CO \$ 175.00
07/18/03 ERNIE LEE MORRIS, CLERK
By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 100.00
07/18/03 ERNIE LEE MORRIS, CLERK
By: *[Signature]*

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Sheila Cook
P.O. Box 830734
Birmingham, AL 35283

20031631556410

This Mortgage prepared by:

Name: CHRISTINA VINING
Company: AMSOUTH BANK
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

4327132000043918

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 \$50,000.00., 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 July 3, 2003, is made and executed between JAMES H. MCRORY, whose address is 2400 FARRIS AVENUE, PENSACOLA, FL 32526 and DIANA F. MCRORY A/K/A DIANA FARRIS JOWERS, whose address is 2400 FARRIS AVENUE, PENSACOLA, FL 32526; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 5975 Mobile Highway, Pensacola, FL 32526 (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"

The Real Property or its address is commonly known as 2400 FARRIS AVENUE, PENSACOLA, FL 32526.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. 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 this Mortgage 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 \$50,000.00. THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, 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.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be

**MORTGAGE
(Continued)**

Page 6

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means JAMES H. MCRORY and DIANA F. MCRORY, and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated July 3, 2003, with credit limit of \$50,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is July 3, 2023.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means JAMES H. MCRORY and DIANA F. MCRORY.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or 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.

WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE. Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).

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


GRANTOR:

x 
JAMES H. MCRORY, Individually

x 
DIANA F. MCRORY, Individually

WITNESSES:

x  Laurie V. Cotton

x  Jenee Barnett

11 Exhibit A''

DR BK 5191 PG1262
Escambia County, Florida
INSTRUMENT 2003-123094

RCD Jul 18, 2003 04:41 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-123094

COMMENCING AT THE NORTH EAST CORNER OF THE SOUTH ONE-HALF (1/2) OF LOT 3, SECTION 41, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN SOUTH ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 890 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 430 FEET TO THE SOUTH EAST CORNER OF SAID LOT 3, THENCE WEST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 400 FEET, THENCE AT RIGHT ANGLE NORTH A DISTANCE OF 430 FEET THENCE AT RIGHT ANGLE EAST 400 FEET TO POINT OF BEGINNING.

WHEN RECORDED MAIL TO:



MC RORY, JAMES H

Record and Return To:
Integrated Loan Services
600-A N John Rodes Blvd.
Melbourne, FL 32934

132 000 043918
20051241543420

This Modification of Mortgage prepared by:

296 30

Name: TAMIKO CONNER
Company: AMSOUTH BANK
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 10, 2005, is made and executed between JAMES H MC RORY, whose address is 2400 FARRIS AVE, PENSACOLA, FL 32526 and DIANA F MC RORY, AKA DIANA FARRIS JOWERS, whose address is 2400 FARRIS AVE, PENSACOLA, FL 32526; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 3, 2003 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

RECORDED ON 7/18/2003 IN THE CLERK OF RECORDERS OFFICE OG ESCAMBIA COUNTY, FLORIDA INSTRUMENT 2003-123094 BOOK 5191 PASGE 1255 AND MODIFIED ON 5/10/2005.

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 2400 FARRIS AVE, PENSACOLA, FL 32526.

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 \$50,000.00 to \$99,000.00.

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 endorser 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 MAY 10, 2005.

GRANTOR:

x James H McRory
JAMES H MC RORY

x Diana F McRory
DIANA F MC RORY

WITNESSES:
x John Fortenberry

x Donna McWhirter
DONNA McWHIRTER

LENDER:

AMSOUTH BANK

x Margaret D. Schachle
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Escambia

}
} SS
}

The foregoing instrument was acknowledged before me this 10th day of May, 2005
by JAMES H MC RORY and DIANA F MC RORY, husband and wife, who are personally known to me or who have produced FL Drivers License as identification and did / did not take an oath.

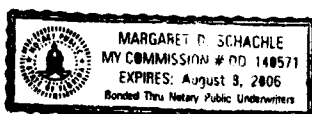
Margaret D. Schachle

(Signature of Person Taking Acknowledgment)

MARGARET D. SCHAUCE
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



LENDER ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Escambia

)
) SS
)

The foregoing instrument was acknowledged before me this 10th day of May, 2005
by Margaret O. Schacht. He or she is personally known to me or has produced
as identification and did / did not take an oath.

Clyton R. Adams III
(Signature of Person Taking Acknowledgment)

(Signature of Person Taking Acknowledgment)

CLIFTON R. ADAMS, III
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



CLIFTON R. ADAMS, III
My comm. exp. 12/07/2007
No. DD 272718
☒ Personally Known
☐ Other ID.

SCHEDULE "A"

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH ONE-HALF (1/2) OF LOT 3, SECTION 41, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN SOUTH ALONG THE EAST LINE OF SAID LOT 3 A DISTANCE OF 890 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 430 FEET TO THE SOUTH EAST CORNER OF SAID LOT 3 THENCE WEST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 400 FEET, THENCE AT A RIGHT ANGLE NORTH A DISTANCE OF 430 FEET, THENCE AT A RIGHT ANGLE EAST 400 FEET TO THE POINT OF BEGINNING.

KNOWN: 2400 FARRIS AVE

PARCEL: 041009545