

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Apr 22, 2015 / 150082

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 8509.0000**, 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: 12-0763-520**

**Certificate Holder:**

TRAVIS FARM INVESTMENTS LLC - US BANK % TRAVIS FAR  
P.O. BOX 645040  
CINCINNATI, OHIO 45264

**Property Owner:**

HARMAN DANIEL K & JEANNIE B  
1002 DAFFIN RD  
MOLINO, FLORIDA 32577

**Legal Description:**

BEG AT INTER OF NLY R/W LI OF DAFFIN ST (FORMERLY PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W  
ALG SD NLY R/W LI OF DAFFIN ST 437 FT 90 DEG RT & ...

**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	8509.0000	06/01/13	\$1,798.69	\$0.00	\$89.93	\$1,888.62

**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	7761.0000	06/01/14	\$1,812.99	\$6.25	\$90.65	\$1,909.89

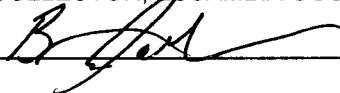
- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2014)
- Ownership and Encumbrance Report Fee
- Tax Deed Application 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

\$3,798.51
\$0.00
\$1,694.25
\$200.00
\$125.00
\$5,817.76
\$5,817.76
\$70,829.00
\$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.

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 12-0763-520**

April 28, 2015

Tax Year: 2012

Certificate Number: 8509.0000

BEG AT INTER OF NLY R/W LI OF DAFFIN ST (FORMERLY PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG SD NLY R/W LI OF DAFFIN ST 437 FT 90 DEG RT & NLY 210 FT FOR POB 90 DEG LEFT & WLY 624 40/100 FT 90 DEG LEFT & SLY 210 FT TO NLY R/W LI OF DAFFIN ST 90 DEG RT & WLY 85 FT TO ELY R/W LI OF CSX RR 90 DEG 26MIN 51 SEC RT & NLY ALG SD ELY R/W LI 660 FT TO N LI OF SD SEC 95 DEG 48 MIN 50 SEC RT & NELY ALG SD N LI 541 47/100 FT TO NE COR OF PARCEL IN OR 2281 P 852 RT 83 DEG 44 MIN 19 SEC SLY 194 92/100 FT TO INTER OF NLY LI OF 21 FT EASEMENT CONT SLY ON SAME COURSE 10 50/100 FT TO CENTERLI OF SD EASEMENT 90 DEG RIGHT & WLY 60 FT 90 DEG LEFT & SLY 10 50/100 FT 90 DEG LEFT & ELY 226 FT 90 DEG RT & SLY 175 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (AKA PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG N R/W LI OF DAFFIN ST 636 76/100 FT FOR POB 90 DEG RT 210 FT 90 DEG RT 10 FT 90 DEG RT 210 FT 90 DEG RT 10 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (AKA PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG SD NLY R/W LI 437 FT 90 DEG RT & NLY 406 FT FOR POB 90 DEG LEFT & WLY 166 FT 90 DEG LEFT & SLY 10 50/10 FT 90 DEG RT & WLY 60 FT 90 DEG LEFT & SLY 10 50/100 FT 90 DEG LEFT & ELY 226 FT 90 DEG LEFT & NLY 21 50/100 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (50 FT R/W AKA PALM ST) & WLY BANK OF ESCAMBIA RIVER W ALG NLY R/W LI OF DAFFIN ST 437 FT FOR POB 90 DEG RT & NLY 420 FT ELY PARL TO DAFFIN ST 21 FT 90 DEG RT & SLY 420 FT TO NLY R/W LI OF DAFFIN ST WLY ALG SD NLY R/W LI 21 FT TO POB OR 1718 P 143 OR 2281 P 852 OR 2989 P 380 OR 3642 P 474 OR 4339 P 668 OR 4476 P 544 OR 4490 P 340 OR 4638 P 953 OR 4722 P 1040

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**TRAVIS FARM INVESTMENTS LLC - US BANK %  
TRAVIS FAR  
P.O. BOX 645040  
CINCINNATI, Ohio, 45264**

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>
8509.0000	12-0763-520	06/01/2013	BEG AT INTER OF NLY R/W LI OF DAFFIN ST (FORMERLY PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG SD NLY R/W LI OF DAFFIN ST 437 FT 90 DEG RT & NLY 210 FT FOR POB 90 DEG LEFT & WLY 624 40/100 FT 90 DEG LEFT & SLY 210 FT TO NLY R/W LI OF DAFFIN ST 90 DEG RT & WLY 85 FT TO ELY R/W LI OF CSX RR 9 ... <b>See attachment for full legal description.</b>

**2014 TAX ROLL**

HARMAN DANIEL K & JEANNIE B  
1002 DAFFIN RD  
MOLINO , Florida 32577

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.

towercap (Donna Ernwein)

Applicant's Signature

04/22/2015

Date

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 12-0763-520**

April 28, 2015  
Tax Year: 2012  
Certificate Number: 8509.0000

BEG AT INTER OF NLY R/W LI OF DAFFIN ST (FORMERLY PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG SD NLY R/W LI OF DAFFIN ST 437 FT 90 DEG RT & NLY 210 FT FOR POB 90 DEG LEFT & WLY 624 40/100 FT 90 DEG LEFT & SLY 210 FT TO NLY R/W LI OF DAFFIN ST 90 DEG RT & WLY 85 FT TO ELY R/W LI OF CSX RR 90 DEG 26MIN 51 SEC RT & NLY ALG SD ELY R/W LI 660 FT TO N LI OF SD SEC 95 DEG 48 MIN 50 SEC RT & NELY ALG SD N LI 541 47/100 FT TO NE COR OF PARCEL IN OR 2281 P 852 RT 83 DEG 44 MIN 19 SEC SLY 194 92/100 FT TO INTER OF NLY LI OF 21 FT EASEMENT CONT SLY ON SAME COURSE 10 50/100 FT TO CENTERLI OF SD EASEMENT 90 DEG RIGHT & WLY 60 FT 90 DEG LEFT & SLY 10 50/100 FT 90 DEG LEFT & ELY 226 FT 90 DEG RT & SLY 175 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (AKA PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG N R/W LI OF DAFFIN ST 636 76/100 FT FOR POB 90 DEG RT 210 FT 90 DEG RT 10 FT 90 DEG RT 210 FT 90 DEG RT 10 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (AKA PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG SD NLY R/W LI 437 FT 90 DEG RT & NLY 406 FT FOR POB 90 DEG LEFT & WLY 166 FT 90 DEG LEFT & SLY 10 50/10 FT 90 DEG RT & WLY 60 FT 90 DEG LEFT & SLY 10 50/100 FT 90 DEG LEFT & ELY 226 FT 90 DEG LEFT & NLY 21 50/100 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (50 FT R/W AKA PALM ST) & WLY BANK OF ESCAMBIA RIVER W ALG NLY R/W LI OF DAFFIN ST 437 FT FOR POB 90 DEG RT & NLY 420 FT ELY PARL TO DAFFIN ST 21 FT 90 DEG RT & SLY 420 FT TO NLY R/W LI OF DAFFIN ST WLY ALG SD NLY R/W LI 21 FT TO POB OR 1718 P 143 OR 2281 P 852 OR 2989 P 380 OR 3642 P 474 OR 4339 P 668 OR 4476 P 544 OR 4490 P 340 OR 4638 P 953 OR 4722 P 1040

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.

towercap (Donna Ernwein)  
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](#)
[Back](#)
[\\* Navigate Mode](#)
[\\* Account](#)
[Reference](#)
[\\*](#)
[Printer Friendly Version](#)

## General Information

**Reference:** 392N312000040008  
**Account:** 120763520  
**Owners:** HARMAN DANIEL K & JEANNIE B  
**Mail:** 1002 DAFFIN RD  
MOLINO, FL 32577  
**Situs:** 1002 DAFFIN RD 32577  
**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:** \$128,755  
**Land:** \$24,434  
**Total:** \$153,189  
**Save Our Homes:** \$141,658

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

## Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/1986	2281	852	\$100	WD	<a href="#">View Instr</a>
08/1986	2280	21	\$4,700	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

HOMESTEAD EXEMPTION

## Legal Description

BEG AT INTER OF NLY R/W LI OF DAFFIN ST  
(FORMERLY PALM ST 50 FT R/W) & WLY BANK OF  
ESCAMBI A RIVER W ALG SD NLY R/W LI OF...

## Extra Features

FRAME GARAGE

## Parcel Information

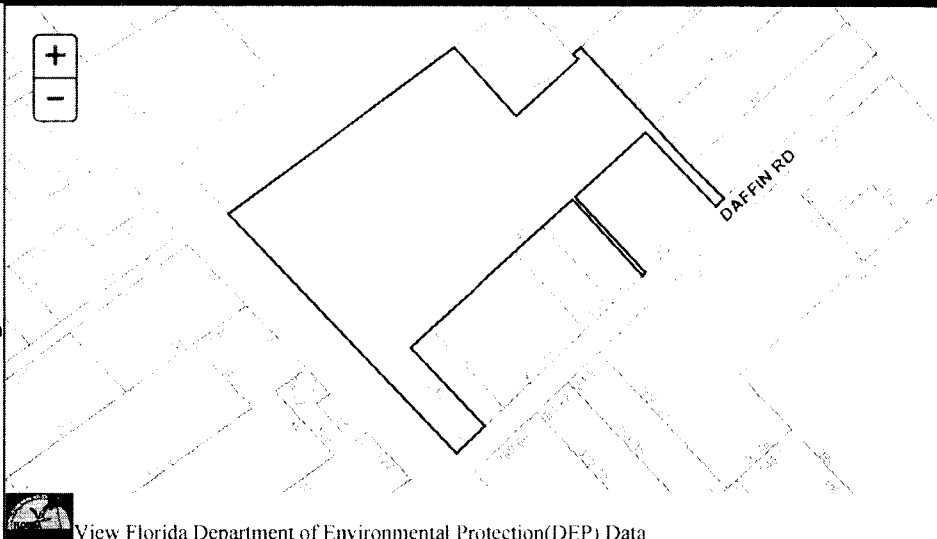
[Launch Interactive Map](#)

**Section Map Id:**  
 39-2N-31

**Approx. Acreage:**  
 6.4300

**Zoned:**   
 VR-2

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



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


## Buildings

Address: 1002 DAFFIN RD, Year Built: 1990, Effective Year: 2000

## Structural Elements

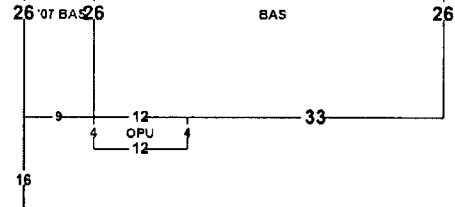
DECOR/MILLWORK-AVERAGE  
 DWELLING UNITS-1  
 EXTERIOR WALL-SIDING-LAP.AAVG  
 FLOOR COVER-CARPET  
 FOUNDATION-PILINGS  
 HEAT/AIR-CENTRAL H/AC  
 INTERIOR WALL-DRYWALL-PLASTER  
 NO. PLUMBING FIXTURES-9

NO. STORIES-1  
ROOF COVER-ENAMEL METAL  
ROOF FRAMING-HIP  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME

 Areas - 2628 Total SF  
BASE AREA - 2580  
OPEN PORCH UNF - 48

42

'10 BAS



Images



9/30/11



12/16/09

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:04/29/2015 (tc.13344)

# **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.: 12078

April 30, 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 04-30-1995, through 04-30-2015, and said search reveals the following:

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

Daniel K. Harman and Jeannie B. Harman, 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

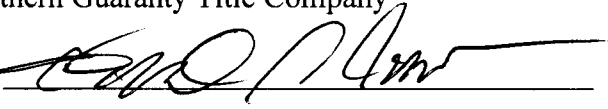
4. Taxes:

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 30, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 12078

April 30, 2015

**392N312000040008 - Full Legal Description**

BEG AT INTER OF NLY R/W LI OF DAFFIN ST (FORMERLY PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG SD NLY R/W LI OF DAFFIN ST 437 FT 90 DEG RT & NLY 210 FT FOR POB 90 DEG LEFT & WLY 624 40/100 FT 90 DEG LEFT & SLY 210 FT TO NLY R/W LI OF DAFFIN ST 90 DEG RT & WLY 85 FT TO ELY R/W LI OF CSX RR 90 DEG 26MIN 51 SEC RT & NLY ALG SD ELY R/W LI 660 FT TO N LI OF SD SEC 95 DEG 48 MIN 50 SEC RT & NELY ALG SD N LI 541 47/100 FT TO NE COR OF PARCEL IN OR 2281 P 852 RT 83 DEG 44 MIN 19 SEC SLY 194 92/100 FT TO INTER OF NLY LI OF 21 FT EASEMENT CONT SLY ON SAME COURSE 10 50/100 FT TO CENTERLI OF SD EASEMENT 90 DEG RIGHT & WLY 60 FT 90 DEG LEFT & SLY 10 50/100 FT 90 DEG LEFT & ELY 226 FT 90 DEG RT & SLY 175 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (AKA PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG N R/W LI OF DAFFIN ST 636 76/100 FT FOR POB 90 DEG RT 210 FT 90 DEG RT 10 FT 90 DEG RT 210 FT 90 DEG RT 10 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (AKA PALM ST 50 FT R/W) & WLY BANK OF ESCAMBIA RIVER W ALG SD NLY R/W LI 437 FT 90 DEG RT & NLY 406 FT FOR POB 90 DEG LEFT & WLY 166 FT 90 DEG LEFT & SLY 10 50/10 FT 90 DEG RT & WLY 60 FT 90 DEG LEFT & SLY 10 50/100 FT 90 DEG LEFT & ELY 226 FT 90 DEG LEFT & NLY 21 50/100 FT TO POB ALSO BEG AT INTER OF NLY R/W LI OF DAFFIN ST (50 FT R/W AKA PALM ST) & WLY BANK OF ESCAMBIA RIVER W ALG NLY R/W LI OF DAFFIN ST 437 FT FOR POB 90 DEG RT & NLY 420 FT ELY PARL TO DAFFIN ST 21 FT 90 DEG RT & SLY 420 FT TO NLY R/W LI OF DAFFIN ST WLY ALG SD NLY R/W LI 21 FT TO POB OR 1718 P 143 OR 2281 P 852 OR 2989 P 380 OR 3642 P 474 OR 4339 P 668 OR 4476 P 544 OR 4490 P 340 OR 4638 P 953 OR 4722 P 1040



**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 12078

April 30, 2015

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

1. Mortgage executed by Daniel K. Harman and Jeannie B. Harman, husband and wife to American General Home Equity, Inc. NKA Springleaf Home Equity, dated 03/16/2004 and recorded in Official Record Book 5370 on page 293 of the public records of Escambia County, Florida. given to secure the original principal sum of \$161,000.00. Mortgage Modification recorded in O.R. Book 6536, page 903.
2. Mortgage executed by Daniel K. Harman and Jeannie B. Harman, husband and wife to American General Home Equity, Inc. NKA Springleaf Home Equity, dated 08/10/2007 and recorded in Official Record Book 6199 on page 167 of the public records of Escambia County, Florida. given to secure the original principal sum of \$20,000.00 .
3. Taxes for the year 2012-2014 delinquent. The assessed value is \$153,189.00. Tax ID 12-0763-520.

**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.: 12-0763-520

CERTIFICATE NO.: 2013-8509

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

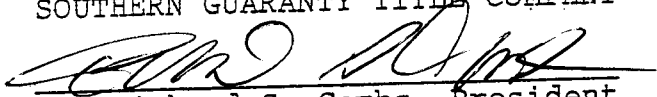
       X Notify City of Pensacola, P.O. Box 12910, 32521  
       X Notify Escambia County, 190 Governmental Center, 32502  
X        Homestead for 2014 tax year.

Daniel K. Harman  
Jeannie B. Harman  
1002 Daffin Rd.  
Molino, FL 32577

Springleaf Home Equity, Inc.  
fka American General Home Equity, Inc.  
5401 Corporate Woods Dr. Ste 400  
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,  
this 30th 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.

15.00  
1.70

# This Warranty Deed

"CORRECTIVE"

Made this 24th day of September A.D. 1999  
by Parker R. Hall and Ann E. Hall, husband  
and wife

OR BK 4722 PG1040  
Escambia County, Florida  
INSTRUMENT 2001-852384

DEED DOC STAMPS PD @ ESC CO 1 0.70  
06/13/01 GAYLE LEE HARRIS, CLERK  
By: *[Signature]*

hereinafter called the grantor, to  
Daniel Harman and Jeannie Harman,  
husband and wife

whose post office address is: P.O. Box 226  
Molino,, FL 32577

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 the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00  
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,  
releases, conveys and confirms unto the grantee, all that certain land situate in Escambia  
County, Florida, viz:

See Attached Exhibit "A"

SUBJECT TO covenants, restrictions, easements of record and taxes for  
the current year.

\*\*\*This Deed is being rerecorded to amend the legal description as recorded  
in OR Book 4476, Page 544

## Parcel Identification Number: Various

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;  
that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants  
the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is  
free of all encumbrances except taxes accruing subsequent to December 31, 1999

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:

Name: *[Signature]*  
Witness *[Signature]*  
Name: *[Signature]*  
Witness

Name & Address: *[Signature]* LS  
Parker R. Hall  
Name & Address: *[Signature]* LS  
Ann E. Hall

Name: Witness

Name & Address: LS

Name: Witness

Name & Address: LS

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 12th day of February, 2001, by

Parker R. Hall and Ann E. Hall, husband and wife

who is personally known to me or who has produced drivers license as identification.

*[Signature]*  
Notary Public  
Print Name: GAY LANDERS  
My Commission Expires: 5/18/01

PREPARED BY: Debbie Timbie  
RECORD & RETURN TO:  
First American Title Insurance Company  
7201 North 9th Avenue, Suite A-4  
Pensacola, Florida 32504  
File No: 99-013476

GAY A. LANDERS  
Notary Public, State of Florida  
My comm. expires May 18, 2001  
Comm. No. CC 629486

**PARCEL I:**

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF THE ESCAMBIA RIVER; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PALM STREET A DISTANCE OF 437.0 FEET; THENCE 90° RIGHT A DISTANCE OF 297.50 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SAME COURSE FOR A DISTANCE OF 87.50 FEET; THENCE 90° LEFT A DISTANCE OF 166.0 FEET; THENCE 90° LEFT A DISTANCE OF 87.50 FEET; THENCE 90° LEFT A DISTANCE OF 166.0 FEET TO THE POINT OF BEGINNING; ALL BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.  
AND ALSO THE PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ALONG THE REAL PROPERTY DESCRIBED BELOW; COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE GO WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PALM STREET A DISTANCE OF 416.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE 21.0 FEET; THENCE DEFLECT RIGHT 90° AND GO 335.0 FEET; THENCE DEFLECT RIGHT 90° AND GO 21.0 FEET; THENCE DEFLECT RIGHT 90° AND GO 335.0 FEET TO THE POINT OF BEGINNING. ALL THE ABOVE DESCRIBED LAND

BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

**PARCEL II:**

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE RUN WEST ALONG SAID RIGHT-OF-WAY LINE FOR 437.0 FEET; THENCE DEFLECT RIGHT 90°00'00" AND GO 385.00 FEET; THENCE DEFLECT LEFT 90°00'00" AND GO 166.0 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUE SAME COURSE FOR 60.0 FEET; THENCE DEFLECT LEFT 90°00'00" AND GO 175.0 FEET; THENCE DEFLECT LEFT 90°00'00" AND GO 60.0 FEET; THENCE DEFLECT LEFT 90°00'00" AND GO 175.0 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.  
TOGETHER WITH A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ALONG THE REAL PROPERTY DESCRIBED BELOW; COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE WEST ALONG THE NORTH LINE OF PALM STREET A DISTANCE OF 437.0 FEET TO THE POINT OF BEGINNING; THENCE 90° RIGHT A DISTANCE OF 385.0 FEET; THENCE 90° LEFT 226.0 FEET; THENCE 90° RIGHT A DISTANCE OF 21.0 FEET; THENCE 90° RIGHT A DISTANCE OF 247.0 FEET; THENCE 90° RIGHT A DISTANCE OF 406.0 FEET; THENCE 90° RIGHT A DISTANCE OF 21.0 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

**PARCEL III:**

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE RUN WEST ALONG SAID RIGHT-OF-WAY LINE FOR 437.0 FEET; THENCE DEFLECT RIGHT 90°0'0" AND GO 385.0 FEET; THENCE DEFLECT LEFT 90°0'0" AND GO 226.0 FEET TO THE POINT OF BEGINNING; THENCE DEFLECT LEFT 90°0'0" AND GO 175.0 FEET; THENCE DEFLECT RIGHT 90°0'0" AND GO 60.0 FEET; THENCE DEFLECT RIGHT 90°0'0" AND GO 175.0 FEET; THENCE DEFLECT LEFT 90°0'0" AND GO 60.0 FEET; THENCE DEFLECT RIGHT 90°0'0" AND GO 10.5 FEET; THENCE DEFLECT RIGHT 90°0'0" AND GO 120.0 FEET; THENCE DEFLECT RIGHT 90°0'0" AND GO 10.5 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.  
NON-EXCLUSIVE EASEMENT: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE WEST ALONG SAID RIGHT-OF-WAY LINE OF PALM STREET A DISTANCE OF 437.0 FEET TO THE POINT OF BEGINNING; THENCE 90° RIGHT A DISTANCE OF 385.0 FEET; THENCE 90° LEFT FOR 346.0 FEET; THENCE DEFLECT 90° RIGHT FOR A DISTANCE OF 21.0 FEET; THENCE 90° RIGHT FOR A DISTANCE OF 367.0 FEET; THENCE DEFLECT RIGHT 90° A DISTANCE OF 406.0 FEET; THENCE 90°

RIGHT A DISTANCE OF 21.0 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

**PARCEL IV:**

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE RUN WEST ALONG SAID RIGHT-OF-WAY FOR 437.0 FEET; THENCE DEFLECT RIGHT 90°0'0" AND GO 385.0 FEET; THENCE DEFLECT LEFT 90°0'0" AND GO 286.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SAME COURSE FOR 60.0 FEET; THENCE DEFLECT LEFT 90°0'0" AND GO 175.0 FEET; THENCE DEFLECT LEFT 90°0'0" AND GO 60.0 FEET; THENCE DEFLECT LEFT 90°0'0" AND GO 175.0 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

NON-EXCLUSIVE EASEMENT TO ABOVE DESCRIBED PROPERTY: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE WEST ALONG THE NORTH LINE OF PALM STREET A DISTANCE OF 437.0 FEET TO THE POINT OF BEGINNING; THENCE 90° RIGHT A DISTANCE OF 385.0 FEET; THENCE 90° LEFT FOR 346.0 FEET; THENCE 90° RIGHT A DISTANCE OF 21.0 FEET; THENCE 90° RIGHT A DISTANCE OF 367.0 FEET; THENCE 90° RIGHT A DISTANCE OF 406.0 FEET; THENCE 90° RIGHT A DISTANCE OF 21.0 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

**PARCEL V**

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF PALM STREET A DISTANCE OF 636.76 FEET TO THE POINT OF BEGINNING; THENCE 90° RIGHT A DISTANCE OF 210.0 FEET; THENCE 90° RIGHT A DISTANCE OF 10.0 FEET; THENCE 90° RIGHT A DISTANCE OF 210.0 FEET; THENCE 90° RIGHT A DISTANCE OF 10.0 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE DESCRIBED LAND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

RCD Jun 13, 2001 11:07 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-852384

AMERICAN GENERAL HOME EQUITY, INC.  
STE 700  
5401 CORPORATE WOODS DR  
PENSACOLA, FL 32504-8974

NTG BOC STAMPS PD & ESC CO \$ 563.50  
03/24/04 ERNIE LEE NAGANA, CLERK

INTANGIBLE TAX PD @ ESC CO \$ 322.00  
03/24/04 ERNIE LEE NAGARA, CLERK

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

**HUSBAND AND WIFE**  
(indicate marital status)

PENSACOLA, FL 32504-8974 ("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Credit Limit set by Lender (initially \$ 161000.00), which amount constitutes the maximum principal amount that may be secured at any one time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ESCAMBIA County, Florida:

FLX251 (01-01-03) HELOC Mortgage

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

2. **Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid by Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.



18. Acceleration; Remedies. Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

19. Lender in Possession; Assignment of Rents. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" unless Lender shall have entered into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay any recordation costs.

21. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

22. Mortgagors further agree not to violate any laws, ordinances or regulations of any nature whatsoever including but not limited to all environmental laws affecting said real property. Any such violation shall be deemed a default herein and Mortgagors agree to indemnify, defend and hold Mortgagee harmless against any claims and damages directly or indirectly caused by Mortgagors' actions including but not limited to clean-up costs arising thereunder and any reasonable attorneys' fees and costs appertaining thereto, and that said claims and damages shall be deemed additional sums due under the mortgage indebtedness set forth in the note executed in conjunction herewith.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and waives Borrower's right of homestead in the Property. Borrower and Spouse does not hereby waive or release any homestead tax exemption which may be available to Borrower.

By signing below, JEANNIE B HARMAN, the spouse of Borrower, has also executed this instrument solely for the purpose of mortgaging and releasing (and does hereby so release and mortgage) all of such spouse's rights of homestead in the property.

Witnesses:

Debra Croley  
DEBRA CROLEY  
MELISSA LAFFRENIERE  
Print or type name

Wanda Sands  
WANDA SANDS  
Print or type name

Daniel K Harman (Seal)  
Borrower  
DANIEL K HARMAN  
Print or type name

Mailing Address  
PO BOX 226  
MOLINO, FL 32577

Jeannie B Harman (Seal)  
Borrower  
JEANNIE B HARMAN  
Print or type name

Mailing Address

STATE OF FLORIDA ESCAMBIA, County ss:

The foregoing instrument was acknowledged before me this 16th day of March, 2004 by DANIEL K HARMAN & JEANNIE B HARMAN (name of person acknowledged) who is personally known to me or who has produced Driver Lic. (type of identification) as identification and who did (did not) take an oath.

**Wanda S. Sands**  
**Notary Public, State of Florida**  
**Commission No. 486874**  
**My Commission Expires 3/06/07**

Wanda S Sands  
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger, Typed, Printed or stamped)

(Notary Public)

(Serial No. if any)

File Number: 04-859

## EXHIBIT "A"

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DAFFIN STREET (FORMERLY PALM S., 50' R/W) AND THE WESTERLY BANK OF THE ESCAMBIA RIVER, SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DAFFIN STREET FOR A DISTANCE OF 437.00 FEET TO AN EXISTING 1" IRON PIPE, SAID PIPE BEING ON THE WESTERLY LINE OF AN EXISTING 21.00 FEET WIDE ACCESS EASEMENT AND ALSO BEING EAST 759.4 FEET FROM THE CENTERLINE OF THE CSX RAILROAD TRACKS (FORMERLY L&N RAILROAD, 100' R/W); THENCE DEFLECT RIGHT 90 00'00" AND GO NORTHERLY ALONG THE WESTERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; THENCE DEFLECT LEFT 90 00'00" IN A WESTERLY DIRECTION FOR A DISTANCE OF 624.40 FEET; THENCE DEFLECT LEFT 90 00'00" IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 210.00 FEET TO THE AFORESAID NORTHERLY RIGHT OF LINE OF DAFFIN STREET; THENCE DEFLECT RIGHT 90 00'00" IN A WESTERLY DIRECTION ALONG SAID RIGHT OF LINE FOR A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID CSX RAILROAD TRACKS; THENCE DEFLECT RIGHT 90 26'51" IN A NORTHERLY DIRECTION AND ALONG SAID EASTERLY RAILROAD RIGHT OF WAY LINE FOR A DISTANCE OF 660.00 FEET TO THE INTERSECTION WITH THE NORTH LINE SAID SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST; THENCE DEFLECT RIGHT 95 48'50" IN A NORTHEASTERLY DIRECTION AND ALONG SAID NORTH SECTION LINE FOR A DISTANCE OF 541.47 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN O.R. BOOK 2281, PAGE 852 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE DEFLECT RIGHT 83 44'19" IN A SOUTHERLY DIRECTION AND ALONG THE EASTERLY BOUNDARY LINE OF THE AFORESAID PARCEL (BEING ALSO THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 2704, PAGE 234 OF THE PUBLIC RECORDS) FOR A DISTANCE OF 194.92 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE AFORESAID 21.00 FEET WIDE ACCESS EASEMENT; THENCE CONTINUE SOUTHERLY 180 ON THE SAME COURSE FOR A DISTANCE OF 10.50 FEET TO THE CENTERLINE OF SAID EASEMENT; THENCE DEFLECT LEFT 90 00'00" IN A WESTERLY DIRECTION FOR A DISTANCE OF 60.00 FEET; THENCE DEFLECT LEFT 90 00'00" FOR A DISTANCE OF 10.50 FEET; THENCE DEFLECT LEFT 90 00'00" IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 226.00 FEET; THENCE DEFLECT RIGHT 90 00'00" IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID 21.00 FEET WIDE EASEMENT FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

### OUT-PARCEL:

A 10.50 FEET WIDE BY 60.00 FEET LONG PARCEL LYING WITHIN A PORTION OF FRACTIONAL SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE NORTH BY THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 3642, PAGE 475 OF THE PUBLIC RECORDS, BOUNDED ON THE WEST AND SOUTH BY THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 2821, PAGE 485 AND BOUNDED ON THE EAST BY THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 2989, PAGE 380; BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE INTERSECTION OF THE NORTHLY RIGHT OF WAY LINE OF DAFFIN STREET (FORMERLY PALM STREET, 50' R/W) AND THE WEST BANK OF THE ESCAMBIA RIVER, FRACTIONAL SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY,

FLORIDA: THENCE GO WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 437.00 FEET TO AN EXISTING 1" IRON PIPE; THENCE DEFLECT RIGHT 90 00'00" IN A NORTHERLY DIRECTION FOR A DISTANCE OF 406.00 FEET; THENCE DEFLECT LEFT 90 00'00" IN A WESTERLY DIRECTION FOR A DISTANCE OF 366.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY 180 ON THE SAME COURSE FOR A DISTANCE OF 60.00 FEET; THENCE DEFLECT LEFT 90 00'00" FOR A DISTANCE OF 10.50 FEET; THENCE DEFLECT 90 00'00" LEFT FOR A DISTANCE OF 60.00 FEET; THENCE DEFLECT 90 00'00" LEFT FOR A DISTANCE OF 10.50 FEET TO THE POINT OF BEGINNING.

10' WIDE DRIVEWAY PARCEL (PER PUBLIC RECORD)

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF PALM STREET A DISTANCE OF 636.76 FEET TO THE POINT OF BEGINNING; THENCE 90° RIGHT A DISTANCE OF 210.00 FEET; THENCE 90° RIGHT A DISTANCE OF 10.00 FEET; THENCE 90° RIGHT A DISTANCE OF 210.00 FEET; THENCE 90° RIGHT A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE DESCRIBED LAND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

ALL OF THE ABOVE LESS AND EXCEPT ANY PORTION NOT INCLUDED AS CONVEYED IN THE FOLLOWING: OFFICIAL RECORD BOOK 2989, PAGE 380, OFFICIAL RECORD BOOK 2281, PAGE 852, OFFICIAL RECORD BOOK 3642, PAGE 474, OFFICIAL RECORD BOOK 4339, PAGE 668, OFFICIAL RECORD BOOK 4476, PAGE 544, OFFICIAL RECORD BOOK 4490, PAGE 340, OFFICIAL RECORD BOOK 4638, PAGE 953, OFFICIAL RECORD BOOK 4722, PAGE 1040, ESCAMBIA COUNTY, FLORIDA.

**RCD Mar 24, 2004 04:19 pm**  
**Escambia County, Florida**

**ERNIE LEE MAGAHA**  
**Clerk of the Circuit Court**  
**INSTRUMENT 2004-219922**

WHEN RECORDED MAIL TO:

American General  
5401 Corporate Woods Dr.  
Suite 400  
Pensacola, FL 32504

[Space Above This Line For Recording Data]

**LOAN MODIFICATION AGREEMENT**  
(For Modifying Home Equity Line of Credit Accounts)

This Loan Modification Agreement ("Agreement"), made and effective this 13 day of November,  
2009, by and between Daniel K and Jeannie Harman  
("Borrower") and American General Home Equity, Inc. ("Lender"), modifies,  
amends, and supplements (to the extent this Agreement is inconsistent with the terms of the Note): (1) the Home  
Equity Line of Credit Agreement ("Note"), dated the 16 day of March, 2004, and  
(2) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ( " Security Instrument") dated the 16,  
day of March, 2004, and recorded in Book or Liber 5370, at page(s) 0293, of  
the public Records of  
Escambia County, Florida which covers the real and personal property  
described in the Security Instrument and defined therein as the "Property", in the original maximum principal  
amount of U.S. \$ 161,000.00, located at:

1002 Daffin Rd., Molino, FL 32577

(Property Address)

If this Agreement is to be recorded, the real property described is set forth as follows:

see attached schedule "A" for legal description

Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the date of this Agreement, the Principal Balance payable under the Note and the Security Instrument is U.S.

\$ 161578.10. In consideration of the mutual promises and agreements contained herein, Borrower and

Lender (together the "Parties") agree as follows (notwithstanding anything to the contrary contained in the Note or

Security Instrument):

1. **ANNUAL PERCENTAGE RATE.** Borrower promises to pay the Principal Balance, plus interest, to the order of Lender. The Principal Balance will begin to accrue interest at the ANNUAL PERCENTAGE RATE ("APR") of 5.87%, beginning on the 9<sup>th</sup> day of December, 2009. \*Assuming no additional sums are advanced under the Note and assuming that all minimum monthly payments are made in full and on time, my payment schedule, including my minimum monthly payments and ANNUAL PERCENTAGE RATE based on the current principal balance, will be:

Months	Annual Percentage Rate	APR Change Date	Minimum Monthly Payment*	Monthly Payment Begins On
1 - 331	5.87	(Date of Agreement) 11/13/2009	\$ 987.07	December 9, 2009
- until payment in full	na	na	\$ na	Beginning the month, on the same day of the month as the first payment under this Agreement is due

Minimum monthly payments will be paid until the Principal Balance and accrued interest are paid in full.

2. **REPAYMENT TERM.** The assumed repayment term of the Note (and Security Instrument) is 331 months from the date of the Agreement.
3. Minimum monthly payments will continue to be calculated in the manner set forth in the Note. Borrower must pay the minimum monthly payment shown on each monthly statement by the payment due date.
4. **Place of Payment.** Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
5. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

6. Borrower also will comply with all other covenants, agreements, and requirements of the Security

Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions of the Note and Security Instrument are forever canceled, null and void, as of the date of this Agreement:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

7. Borrower understands and agrees that:

- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

This modification agreement modifies the Note and Security Instrument referenced above as expressly provided herein. Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

American General Home Equity, Inc.  
Name of Lender

Borrower

By: Wanda Sands, BM

Witness Signature

Date

Witness Signature

Date

OR BK 5370 PG0297  
Escambia County, Florida  
INSTRUMENT 2004-219922

File Number: 04-859

**EXHIBIT "A"**

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF DAFFIN STREET (FORMERLY PALM S., 50' R/W) AND THE WESTERLY BANK OF THE ESCAMBIA RIVER, SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO WESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE OF DAFFIN STREET FOR A DISTANCE OF 437.00 FEET TO AN EXISTING 1" IRON PIPE, SAID PIPE BEING ON THE WESTERLY LINE OF AN EXISTING 21.00 FEET WIDE ACCESS EASEMENT AND ALSO BEING EAST 759.4 FEET FROM THE CENTERLINE OF THE CSX RAILROAD TRACKS (FORMERLY L&N RAILROAD, 100' R/W); THENCE DEFLECT RIGHT 90 00'00" AND GO NORTHERLY ALONG THE WESTERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 210.00 FEET TO THE POINT OF BEGINNING; THENCE DEFLECT LEFT 90 00'00" IN A WESTERLY DIRECTION FOR A DISTANCE OF 624.40 FEET; THENCE DEFLECT LEFT 90 00'00" IN A SOUTHERLY DIRECTION FOR A DISTANCE OF 210.00 FEET TO THE AFORESAID NORTHERLY RIGHT OF LINE OF DAFFIN STREET; THENCE DEFLECT RIGHT 90 00'00" IN A WESTERLY DIRECTION ALONG SAID RIGHT OF LINE FOR A DISTANCE OF 85.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF THE AFORESAID CSX RAILROAD TRACKS; THENCE DEFLECT RIGHT 90 26'51" IN A NORTHERLY DIRECTION AND ALONG SAID EASTERLY RAILROAD RIGHT OF WAY LINE FOR A DISTANCE OF 660.00 FEET TO THE INTERSECTION WITH THE NORTH LINE SAID SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST; THENCE DEFLECT RIGHT 95 48'50" IN A NORTHEASTERLY DIRECTION AND ALONG SAID NORTH SECTION LINE FOR A DISTANCE OF 541.47 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN O.R. BOOK 2281, PAGE 852 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY; THENCE DEFLECT RIGHT 83 44'19" IN A SOUTHERLY DIRECTION AND ALONG THE EASTERLY BOUNDARY LINE OF THE AFORESAID PARCEL (BEING ALSO THE WESTERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 2704, PAGE 234 OF THE PUBLIC RECORDS) FOR A DISTANCE OF 194.92 FEET TO THE INTERSECTION WITH THE NORTHERLY LINE OF THE AFORESAID 21.00 FEET WIDE ACCESS EASEMENT; THENCE CONTINUE SOUTHERLY 180 ON THE SAME COURSE FOR A DISTANCE OF 10.50 FEET TO THE CENTERLINE OF SAID EASEMENT; THENCE DEFLECT LEFT 90 00'00" IN A WESTERLY DIRECTION FOR A DISTANCE OF 60.00 FEET; THENCE DEFLECT LEFT 90 00'00" FOR A DISTANCE OF 10.50 FEET; THENCE DEFLECT LEFT 90 00'00" IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY LINE OF SAID EASEMENT FOR A DISTANCE OF 226.00 FEET; THENCE DEFLECT RIGHT 90 00'00" IN A SOUTHERLY DIRECTION ALONG THE WESTERLY LINE OF SAID 21.00 FEET WIDE EASEMENT FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

**OUT-PARCEL:**

A 10.50 FEET WIDE BY 60.00 FEET LONG PARCEL LYING WITHIN A PORTION OF FRACTIONAL SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, BOUNDED ON THE NORTH BY THE SOUTHERLY BOUNDARY OF THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 3642, PAGE 475 OF THE PUBLIC RECORDS, BOUNDED ON THE WEST AND SOUTH BY THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 2821, PAGE 485 AND BOUNDED ON THE EAST BY THAT CERTAIN PARCEL DESCRIBED IN O.R. BOOK 2989, PAGE 380; BEING MORE PARTICULARLY DESCRIBED AS:  
COMMENCE AT THE INTERSECTION OF THE NORTHLY RIGHT OF WAY LINE OF DAFFIN STREET (FORMERLY PALM STREET, 50' R/W) AND THE WEST BANK OF THE ESCAMBIA RIVER, FRACTIONAL SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY,

OR BK 5370 PG 0298  
Escambia County, Florida  
INSTRUMENT 2004-219922

FLORIDA: THENCE GO WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 437.00 FEET TO AN EXISTING 1" IRON PIPE; THENCE DEFLECT RIGHT 90 00'00" IN A NORTHERLY DIRECTION FOR A DISTANCE OF 406.00 FEET; THENCE DEFLECT LEFT 90 00'00" IN A WESTERLY DIRECTION FOR A DISTANCE OF 366.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WESTERLY 180 ON THE SAME COURSE FOR A DISTANCE OF 60.00 FEET; THENCE DEFLECT LEFT 90 00'00" FOR A DISTANCE OF 10.50 FEET; THENCE DEFLECT 90 00'00" LEFT FOR A DISTANCE OF 60.00 FEET; THENCE DEFLECT 90 00'00" LEFT FOR A DISTANCE OF 10.50 FEET TO THE POINT OF BEGINNING.

10' WIDE DRIVEWAY PARCEL (PER PUBLIC RECORD)

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF PALM STREET AND THE WEST BANK OF ESCAMBIA RIVER; THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF PALM STREET A DISTANCE OF 636.76 FEET TO THE POINT OF BEGINNING; THENCE 90° RIGHT A DISTANCE OF 210.00 FEET; THENCE 90° RIGHT A DISTANCE OF 10.00 FEET; THENCE 90° RIGHT A DISTANCE OF 210.00 FEET; THENCE 90° RIGHT A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING. ALL OF THE ABOVE DESCRIBED LAND BEING IN SECTION 37, TOWNSHIP 3 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

ALL OF THE ABOVE LESS AND EXCEPT ANY PORTION NOT INCLUDED AS CONVEYED IN THE FOLLOWING: OFFICIAL RECORD BOOK 2989, PAGE 380, OFFICIAL RECORD BOOK 2281, PAGE 852, OFFICIAL RECORD BOOK 3642, PAGE 474, OFFICIAL RECORD BOOK 4339, PAGE 668, OFFICIAL RECORD BOOK 4476, PAGE 544, OFFICIAL RECORD BOOK 4490, PAGE 340, OFFICIAL RECORD BOOK 4638, PAGE 953, OFFICIAL RECORD BOOK 4722, PAGE 1040, ESCAMBIA COUNTY, FLORIDA.

RCD Mar 24, 2004 04:19 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-219922



STATE OF FLORIDA Escambia, County ss:

The foregoing instrument was acknowledged before me this 13 day of November, 2009  
by Daniel K and Jeannie Harman  
(Borrower's Name)  
who is personally known to me or who has produced Drivers license and who did  
(type of identification)  
(did not) take an oath.

Wanda S. Sands  
(Signature of Branch Personnel Taking Acknowledgment)

\_\_\_\_\_  
(Name of Acknowledger)

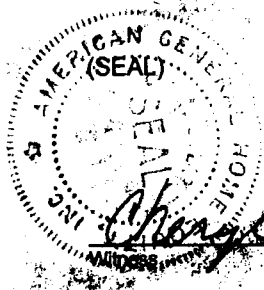
\_\_\_\_\_  
(Rank/Title of Acknowledger)

\_\_\_\_\_  
(Serial No. if any)

WANDA S. SANDS  
NOTARY PUBLIC-STATE OF FLORIDA  
MY COMMISSION NO. DD631237  
MY COMMISSION EXPIRES MARCH 6, 2011

American General Home Equity, Inc.

Steve Ritter  
Steve Ritter, Vice President



Cheryl Matthews

Laura Frahm  
Notary Public

LAURA FRAHM  
NOTARY PUBLIC  
GILMER COUNTY, STATE OF GEORGIA  
My Commission Expires November 6, 2011

This Instrument was prepared by:

AMERICAN GENERAL HOME EQUITY, INC.  
CORPORATE WOODS 1 STE 400  
5401 CORPORATE WOODS DR  
PENSACOLA, FL 32504-8984

Account No. 05300421

(Space Above This Line for Recording Data)

**OPEN-END MORTGAGE**

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

THIS OPEN-END MORTGAGE ("Security Instrument") is given on 08/10/07. The mortgagor is  
DANIEL K HARMAN AND JEANNIE B HARMAN

HUSBAND & WIFE  
(Indicate marital status)

("Borrower").

This Security Instrument is given to AMERICAN GENERAL HOME EQUITY, INC.

which is organized and existing under the laws of FLORIDA, and  
whose address is CORPORATE WOODS 1 STE 400 5401 CORPORATE WOODS DR  
PENSACOLA, FL 32504-8984 ("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating  
from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Credit Limit  
set by Lender (Initially \$ 20000.00), which amount constitutes the maximum principal amount that may be secured at any one  
time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement dated the same date  
as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as  
provided in the Note. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest,  
and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect  
the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument  
and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record.  
For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in  
ESCAMBIA County, Florida:

SEE ATTACHED SCHEDULE 'A'

Prior Instrument Reference: Volume \_\_\_\_\_, Page \_\_\_\_\_;

FLX261 (04-16-06) HELOC Real Estate Mortgage

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

2. **Funds for Taxes and Insurance.** At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied as provided in the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid by Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred.

18. Acceleration; Remedies. Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the "DEFAULT; TERMINATION AND ACCELERATION BY LENDER" provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

19. Lender in Possession; Assignment of Rents. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" unless Lender shall have entered into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay any recordation costs.

21. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

22. Mortgagors further agree not to violate any laws, ordinances or regulations of any nature whatsoever including but not limited to all environmental laws affecting said real property. Any such violation shall be deemed a default herein and Mortgagors agree to indemnify, defend and hold Mortgagee harmless against any claims and damages directly or indirectly caused by Mortgagors' actions including but not limited to clean-up costs arising thereunder and any reasonable attorneys' fees and costs appertaining thereto, and that said claims and damages shall be deemed additional sums due under the mortgage indebtedness set forth in the note executed in conjunction herewith.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and waives Borrower's right of homestead in the Property. Borrower and Spouse does not hereby waive or release any homestead tax exemption which may be available to Borrower.

By signing below, JEANNIE B HARMAN, the spouse of Borrower, has also executed this instrument solely for the purpose of mortgaging and releasing (and does hereby so release and mortgage) all of such spouse's rights of homestead in the property.

Witnesses:

Wanda S. Sands

WANDA SANDS

Print or type name

Daniel K. Harman

Borrower

(Seal)

DANIEL K HARMAN

Print or type name

Mailing Address

1002 DAFFIN RD  
MOLINO, FL 32577

Vickie Collazo

VICKIE COLLAZO

Print or type name

Jeannie B. Harman

Borrower

(Seal)

JEANNIE B HARMAN

Print or type name

Mailing Address

STATE OF FLORIDA ESCAMBIA County ss:

The foregoing instrument was acknowledged before me this 10th day of August, 2007 by

DANIEL K HARMAN AND JEANNIE B HARMAN, Husband & Wife

(MONTH)

(YEAR)

or who has produced DRIVERS LICENSE who is personally known to me

(type of identification)

and who did (did not) take an oath.

Wanda S. Sands

(Signature of Person Taking Acknowledgment)

WANDA S SANDS

(Name of Acknowledger)

NOTARY

(Rank/Title of Acknowledger)

DD631237

(Serial No. if any)

WANDA S. SANDS  
NOTARY PUBLIC- STATE OF FLORIDA  
MY COMMISSION NO. DD631237  
MY COMMISSION EXPIRES MARCH 6, 2011

**EXHIBIT A  
LEGAL DESCRIPTION**

Attached to file: 96-00782792

Commence at the intersection of the Northerly right of way line of Palm Street and the West bank of Escambia River; thence run West along said right of way line for 437.0 feet; thence deflect right 90 deg. 0' 00" and go 406 feet; thence left 90 deg. 0' 00" and go 166.0 feet to the point of beginning; thence deflect left 90 deg. 0' 00" and go 10.5 feet; thence deflect right 90 deg. 0' 00" and go 100.0 feet; thence deflect right 90 deg. 0' 00" and go 216.50 feet; thence deflect right 90 deg. 0' 00" and go 101.02 feet; thence deflect right 90 deg. 0' 00" and go 196.42 feet to the point of beginning, all lying and being in Section 37, Township 3 North, Range 31 West, Escambia County, Florida. Described also as Lots 6 and 7 on an unrecorded plat.

Tax Parcel Identification Number: 120763520