

Tax Collector's Certification

16-128

CTY-513

Tax Deed Application Number

1600113

Date of Tax Deed Application

Apr 19, 2016

This is to certify that **WGS TAX INVESTMENT FUNDING LLC US BANK % WGS TAX INVESTMENT F**, holder of **Tax Sale Certificate Number 2014 / 6412**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **10-4602-035**

Cert Holder:

**WGS TAX INVESTMENT FUNDING LLC US BANK % WGS
TAX INVESTMENT F
P.O. BOX 645040
CINCINNATI, OH 45264**

Property Owner:

**SE SEA LLC
PO BOX 320398
FLOWOOD, MS 39232**

**UNIT 1103-W INDIGO PHASE II CONDOMINIUM ALSO A
1997/367009 INT IN COMMON ELEMENTS OR 5871 P 138**

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/6412	10-4602-035	06-01-2014	7,559.94	378.00	7,937.94

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
/						

Amounts Certified by Tax Collector (Lines 1-7):**Total Amount Paid**

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
7. Total (Lines 1 - 6)

7,937.94
0.00
0.00
200.00
175.00
8,312.94

Amounts Certified by Clerk of Court (Lines 8-15):**Total Amount Paid**

8. Clerk of Court Statutory Fee for Processing Tax Deed
9. Clerk of Court Certified Mail Charge
10. Clerk of Court Advertising Charge
11. Clerk of Court Recording Fee for Certificate of Notice
12. Sheriff's Fee
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.
14. Total (Lines 8 - 13)
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if
18. Redemption Fee
19. Total Amount to Redeem

6.25

Done this the 25th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: July 11, 2016

By Candice Lewis

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
10-4602-035 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the
Florida Statutes, I,WGS TAX INVESTMENT FUNDING LLC US BANK % WGS TAX INVESTMENT F
P.O. BOX 645040
CINCINNATI, OH 45264

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

Certificate No.	Date	Legal Description
2014/ 6412	06-01-2014	UNIT 1103-W INDIGO PHASE II CONDOMINIUM ALSO A 1997/367009 INT IN COMMON ELEMENTS OR 5871 P 138

I agree to pay all delinquent taxes, redeem all outstanding tax 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 report 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.

Electronic signature on file

Applicant's Signature

04-19-2016

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: 353S320900148001
Account: 104602035
Owners: SE SEA LLC
Mail: PO BOX 320398
 FLOWOOD, MS 39232
Situs: 13621 PERDIDO KEY DR 1103W 32507
Use Code: CONDO-RES UNIT
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$0	\$467,500	\$467,500	\$467,500
2014	\$0	\$458,404	\$458,404	\$458,404
2013	\$0	\$445,227	\$445,227	\$445,227

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2006	5871	138	\$870,000	WD	View Instr

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

2015 Certified Roll Exemptions

Legal Description

UNIT 1103-W INDIGO PHASE II CONDOMINIUM ALSO A
 1997/367009 INT IN COMMON ELEMENTS OR 5871 P
 138

Extra Features

None

Parcel Information

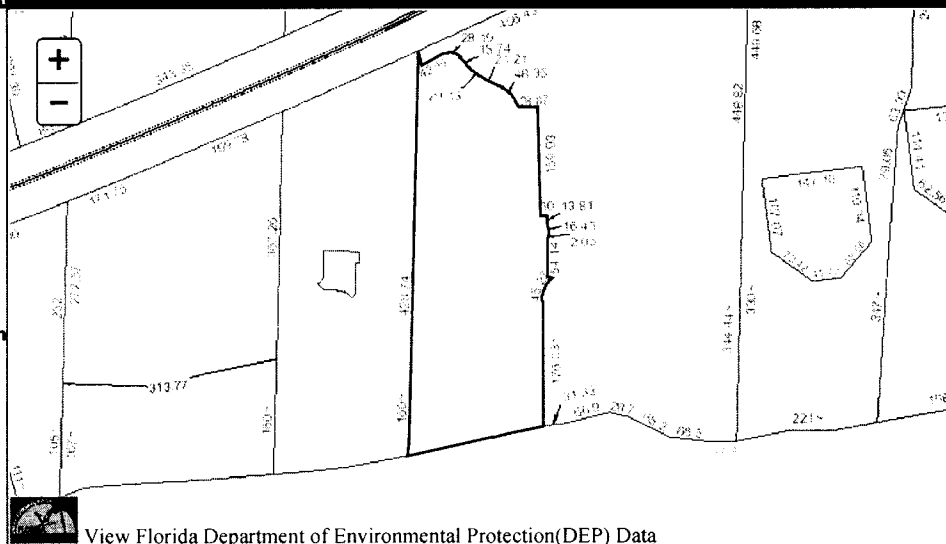
[Launch Interactive Map](#)

Section
Map Id:
 35-3S-32-2

Approx. Acreage:
 2.3131

Zoned:
 CC-PK

Evacuation & Flood Information
[Open Report](#)



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

Buildings

Address:13621 PERDIDO KEY DR 1103W, Year Built: 2006, Effective Year: 2006

Structural Elements

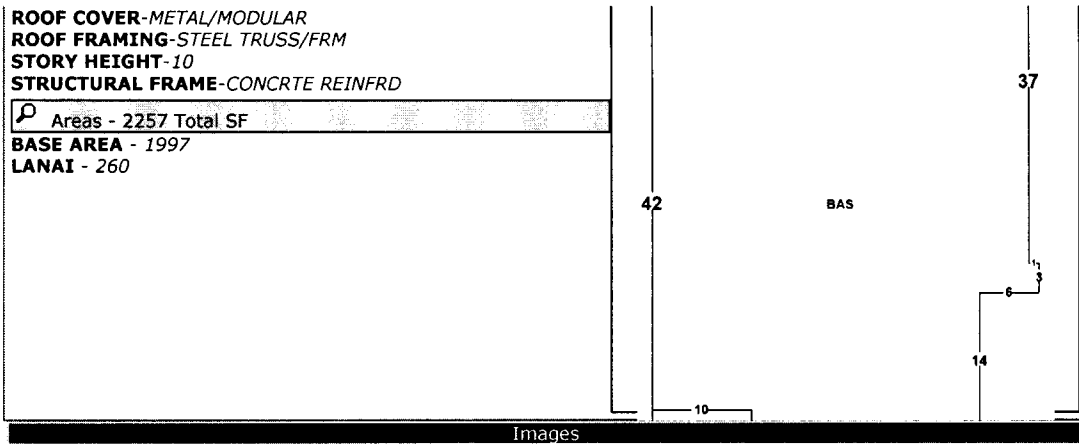
DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-PRECAST PAN/CON
FLOOR COVER-CARPET
FOUNDATION-STRUCTURAL
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-DECORAT
NO. PLUMBING FIXTURES-11
NO. STORIES-1

ROOF COVER-METAL/MODULAR
ROOF FRAMING-STEEL TRUSS/FRM
STORY HEIGHT-10
STRUCTURAL FRAME-CONCRTE REINFRD

Areas - 2257 Total SF

BASE AREA - 1997

LANAI - 260



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: 04/28/2016 (tc. 5794)

16-128

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.: 12639

April 29, 2016

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 04-29-1996, through 04-29-2016, and said search reveals the following:

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

Se Sea, LLC

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 29, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12639

April 29, 2016

Condominium Unit 1103W, INDIGO, a Condominium, Phase II, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, Amended in Official Records Book 5562, Page 1153, Official Records Book 5692, Page 762, Official Records Book 5820, Page 1540-1543, Official Record Book 5820, Page 1544 and as further amended from time to time, all being of the Public Records of Escambia County, Florida.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12639

April 29, 2016

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

1. That certain mortgage executed by Se Sea, LLC in favor of Ouachita Independent Bank dated 06/28/2013 and recorded 09/09/2014 in Official Records Book 7223, page 1954 of the public records of Escambia County, Florida, in the original amount of \$300,469.71. Corrected Mortgage recorded in O.R. Book 7275, page 1940.
2. That certain mortgage executed by Se Sea, LLC in favor of Ouachita Independent Bank dated 06/28/2013 and recorded 09/09/2014 in Official Records Book 7223, page 1962 of the public records of Escambia County, Florida, in the original amount of \$405,836.00.
3. That certain mortgage executed by Se Sea, LLC in favor of Ouachita Independent Bank dated 06/28/2013 and recorded 09/09/2014 in Official Records Book 7223, page 1946 of the public records of Escambia County, Florida, in the original amount of \$411,618.75. Corrected Mortgage recorded in O.R. Book 7275, page 1932.
4. Subject to interest of Indigo Condominium Association.
5. Taxes for the year 2013-2015 delinquent. The assessed value is \$467,500.00. Tax ID 10-4602-035.

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: July 11, 2016

TAX ACCOUNT NO.: 10-4602-035

CERTIFICATE NO.: 2014-6412

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

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

Se Sea, LLC
P.O. Box 320398
Flowood. MS 39232

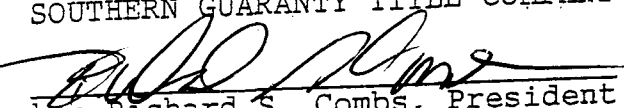
Indigo Condominium Assoc.
c/o Joe Mendola
13621 Perdido Key Dr.
Pensacola, FL 32507

Unknown Tenants
13621 Perdido Key Dr. #1103 W
Pensacola, FL 32507

Ouachita Independent Bank
P.O. Box 14100
Monroe, LA 71207

Certified and delivered to Escambia County Tax Collector,
this 29th day of May, 2016.

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.

Rec- 44.00
Doc- 6090.00

Prepared by
Glenda Butler, an employee of
First American Title Insurance Company d/b/a Advance Title
4477 Legendary Drive, Suite 101
Destin, Florida 32541
(850)837-7784

Return to: Grantee

File No.: 2032-1116345

WARRANTY DEED

This indenture made on **March 22, 2006 A.D.**, by

Indigo, LLC, a Florida Limited Liability Company

whose address is: **18300 Scenic Hwy 98, Point Clear, AL 36564**
hereinafter called the "grantor", to

Se Sea, LLC, a Mississippi Limited Liability Company

whose address is: **Post Office Box 320398, Flowood, MS 39232**
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$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**, to-wit:

Condominium Unit 1103W, INDIGO, a Condominium, Phase II, together with an undivided interest in the common elements, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, Amended in Official Records Book 5562, Page 1153, Official Records Book 5692, Page 762, Official Records Book 5820, Page 1540-1543, Official Record Book 5820, Page 1544 and as further amended from time to time, all being of the Public Records of Escambia County, Florida.

Parcel Identification Number: **353S321200001001**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

AT 1116345

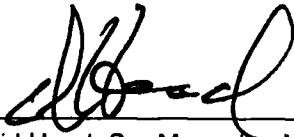
To Have and to Hold, the same in fee simple forever.

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 31st of 2005.

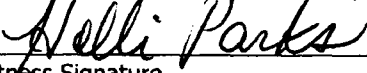
In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.

Indigo, LLC, a Florida Limited Liability Company

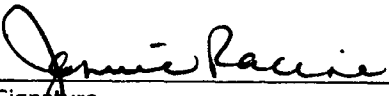
By: Head (PBC), LLC, a Florida limited liability company

✓ 
By: David Head, Sr., Managing Member

Signed, sealed and delivered in our presence:

✓ ✓ 
Witness Signature

Print Name: Hollie Parks

✓ ✓ 
Witness Signature

Print Name: JENNIE RACINE

State of **Alabama**

County of **Baldwin**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on
12-22-2005 by **David Head, Sr., as Managing Member of Head (PBC) LLC,**
a Florida limited liability company as Co-Manager, on behalf of Indigo, LLC, a Florida Limited
Liability Company, existing under the laws of the State of **Florida,** who is/are personally known to me
or who has/have produced a valid drivers license as identification.



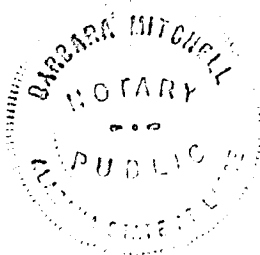
NOTARY PUBLIC

BARBARA MITCHELL

Printed Name of Notary

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 25, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS



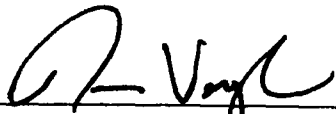
To Have and to Hold, the same in fee simple forever.

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 31st of 2005.

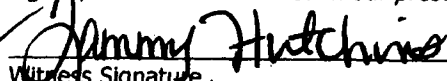
In Witness Whereof, the said Grantor has caused this instrument to be executed in its name, the day and year first above written.


Indigo, LLC, a Florida Limited Liability Company

By: Yates, L.L.C., an Alabama limited liability company, its Co-Manager

✓ 
By: Jason R. Voyles, Its Manager

Signed, sealed and delivered in our presence:

✓ ✓ 
Witness Signature
Print Name: Tammy Hutchins

✓ ✓ 
Witness Signature
Print Name: STEPHEN KING

State of **Mississippi**

County of **Hinds**

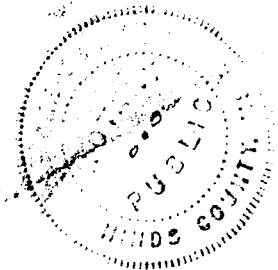
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on
Dec 26, 2005, by **Jason R. Voyles, as Managing Member of Yates, L.L.C., an**
Alabama limited liability company, Its Co-Manager, on behalf of Indigo, LLC, a Florida
Limited Liability Company, existing under the laws of the State of **Florida**, who is/are personally
known to me or who has/have produced a valid drivers license as identification.

X Dee Oswald
NOTARY PUBLIC

Dee Oswald
Printed Name of Notary

My Commission Expires: Oct 5, 2008

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Oct 5, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS



RECORDATION REQUESTED BY:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014065730 09/09/2014 at 08:40 AM
OFF REC BK 7223 PG: 1954 - 1961 Doc Type: MTG
RECORDING: \$69.50 MTG Stamps \$1051.75 Int. Tax \$600.94

WHEN RECORDED MAIL TO:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

SEND TAX NOTICES TO:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

*Please Return To:
Simpkins Law Firm
P.O. Box 10
Madison, MS 39130*

This Mortgage prepared by:

Name: MICHELE WALSWORTH, LOAN DOCUMENT SPECIALIST
Company: Ouachita Independent Bank
Address: P.O. Box 14100, Monroe, LA 71207

MORTGAGE

THIS MORTGAGE dated June 28, 2013, is made and executed between SE SEA, LLC, whose address is 13621 PERDIDO KEY DRIVE, PENSACOLA, FL 32507 (referred to below as "Grantor") and Ouachita Independent Bank, whose address is P.O. Box 14100, Monroe, LA 71207 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 13621 PERDIDO KEY DRIVE, CONDO 1103 AND CONDO 1806, PENSACOLA, FL 32507.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$300,469.71, 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 tenantable 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 construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to

*2013
PAC*

**MORTGAGE
(Continued)**

Loan No: 649323

Page 6

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.

Grantor. The word "Grantor" means SE SEA, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Ouachita Independent Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated June 28, 2013, in the original principal amount of \$300,469.71 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 Note is June 28, 2018.

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.

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

GRANTOR:

SE SEA, LLC

By:

ROBERT STEVEN WEAVER, Member of SE SEA, LLC

By:

KENNETH D. BLAKENEY, Member of SE SEA, LLC

WITNESSES:

x

x

MORTGAGE
(Continued)

Loan No: 649323

Page 7

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

MS

COUNTY OF

Madison

) SS

)

The foregoing instrument was acknowledged before me this 1st day of July, 2013 by ROBERT STEVEN WEAVER, Member of SE SEA, LLC and KENNETH D. BLAKENEY, Member of SE SEA, LLC, member (or agent), each on behalf of SE SEA, LLC, a limited liability company. They are personally known to me or have produced driver's license as identification.



(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

KDB
RBR

EXHIBIT A:

✓ Condominium Unit 1103W, Phase II of Indigo East Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5519, Page 1187, as amended in Official Records Book 5820, Page 1544 to add subject phase and amended in Official Records Book 5820, Page 1540 to amend name, together with all amendments thereto, Public Records of Escambia County, Florida; together with an undivided interest in the common elements.

AND

Unit 1806E, Phase I of Indigo East, a Condominium, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, as amended in Official Records Book 5820, Page 1540 to amend name, together with all amendments thereto, of the Public Records of Escambia County, Florida, together with an undivided interest in the common elements thereto.

RECORDATION REQUESTED BY:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

WHEN RECORDED MAIL TO:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

SEND TAX NOTICES TO:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

This Mortgage prepared by:

Name: MICHELE WALSWORTH, LOAN DOCUMENT SPECIALIST
Company: Ouachita Independent Bank
Address: P.O. Box 14100, Monroe, LA 71207

MORTGAGE

THIS MORTGAGE dated June 28, 2013, is made and executed between SE SEA, LLC, whose address is 13621 PERDIDO KEY DRIVE, PENSACOLA, FL 32507 (referred to below as "Grantor") and Ouachita Independent Bank, whose address is P.O. Box 14100, Monroe, LA 71207 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 13621 PERDIDO KEY DRIVE CONDO #1103 AND 13621 PERDIDO KEY DRIVE CONDO #1806, PENSACOLA, FL 32507.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

Possession and Use. Until 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 tenable 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 construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and

KPS
MA

**MORTGAGE
(Continued)**

Loan No: 649302

Page 6

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means TEAM LAND 2, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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.

Grantor. The word "Grantor" means SE SEA, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Ouachita Independent Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated June 28, 2013, in the original principal amount of \$405,836.00 from Borrower 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 Note is June 28, 2018.

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.

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

GRANTOR

SE SEA, LLC

By:

ROBERT STEVEN WEAVER, Member of SE SEA, LLC

By:

KENNETH D. BLAKENET, Member of SE SEA, LLC

WITNESSES:

X

X

**MORTGAGE
(Continued)**

Loan No: 649302

Page 7

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Mississippi

)

COUNTY OF

Madison

) SS

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The foregoing instrument was acknowledged before me this 15 day of July, 2013
by **ROBERT STEVEN WEAVER, Member of SE SEA, LLC** and **KENNETH D. BLAKENEY, Member of SE SEA, LLC**, member (or agent), each
on behalf of **SE SEA, LLC**, a limited liability company. They are personally known to me or have produced driver's license
as identification.



(Signature of Person Taking Acknowledgment)

Christy Odom

(Name of Acknowledger Typed, Printed or Stamped)

Christy Odom

(Title or Rank)

Paralegal

(Serial Number, if any)

KDB
TSW

EXHIBIT A:

✓ Condominium Unit 1103W, Phase II of Indigo East Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5519, Page 1187, as amended in Official Records Book 5820, Page 1544 to add subject phase and amended in Official Records Book 5820, Page 1540 to amend name, together with all amendments thereto, Public Records of Escambia County, Florida; together with an undivided interest in the common elements.

AND

Unit 1806E, Phase I of Indigo East, a Condominium, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, as amended in Official Records Book 5820, Page 1540 to amend name, together with all amendments thereto, of the Public Records of Escambia County, Florida, together with an undivided interest in the common elements thereto.

RECORDATION REQUESTED BY:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2014065729 09/09/2014 at 08:40 AM
OFF REC BK: 7223 PG: 1946 - 1953 Doc Type: MTG
RECORDING: \$69.50 MTG Stamps \$1440.95 Int. Tax \$823.24

WHEN RECORDED MAIL TO:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

SEND TAX NOTICES TO:

Ouachita Independent Bank
Commercial Lending - Madison Loan Production Office
P.O. Box 14100
Monroe, LA 71207

This Mortgage prepared by:

Please Return To:
Simplix Law Firm
P.O. Box 670
Madison, MS 39130

Name: MICHELE WALSWORTH, LOAN DOCUMENT SPECIALIST
Company: Ouachita Independent Bank
Address: P.O. Box 14100, Monroe, LA 71207

MORTGAGE

THIS MORTGAGE dated June 28, 2013, is made and executed between SE SEA, LLC, whose address is 13621 PERDIDO KEY DRIVE, PENSACOLA, FL 32507 (referred to below as "Grantor") and Ouachita Independent Bank, whose address is P.O. Box 14100, Monroe, LA 71207 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 13621 PERDIDO KEY DRIVE, CONDO 1103 AND CONDO 1806, PENSACOLA, FL 32507.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$411,818.75, 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 tenantable 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 construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to

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**MORTGAGE
(Continued)**

Loan No: 649321

Page 6

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.

Grantor. The word "Grantor" means SE SEA, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Ouachita Independent Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated June 28, 2013, in the original principal amount of \$411,618.75 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 Note is June 28, 2018.

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.

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

GRANTOR:

SE SEA, LLC

By:

ROBERT STEVEN WEAVER, Member of SE SEA, LLC

By:

KENNETH D. BLAKENEY, Member of SE SEA, LLC

WITNESSES:

x

x

**MORTGAGE
(Continued)**

Loan No: 649321

Page 7

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF

Mississippi

)

COUNTY OF

Madison

) SS

)

The foregoing instrument was acknowledged before me this 1st day of July, 2013
by **ROBERT STEVEN WEAVER**, Member of SE SEA, LLC and **KENNETH D. BLAKENEY**, Member of SE SEA, LLC, member (or agent), each
on behalf of SE SEA, LLC, a limited liability company. They are personally known to me or have produced Driver's License
as identification.

Christy Odom
(Signature of Person Taking Acknowledgment)Christy Odom
(Name of Acknowledger Typed, Printed or Stamped)Paralegal
(Title or Rank)

(Serial Number, if any)

KDB
Ran

EXHIBIT A:

✓
Condominium Unit 1103W, Phase II of Indigo East Condominium, according to the Declaration of Condominium thereof recorded in Official Records Book 5519, Page 1187, as amended in Official Records Book 5820, Page 1544 to add subject phase and amended in Official Records Book 5820, Page 1540 to amend name, together with all amendments thereto, Public Records of Escambia County, Florida; together with an undivided interest in the common elements.

AND

Unit 1806E, Phase I of Indigo East, a Condominium, according to the Declaration of Condominium thereof recorded in Official Record Book 5519, Page 1187, as amended in Official Records Book 5820, Page 1540 to amend name, together with all amendments thereto, of the Public Records of Escambia County, Florida, together with an undivided interest in the common elements thereto.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 06412 of 2014

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on June 8, 2016, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

SE SEA LLC PO BOX 320398 FLOWOOD, MS 39232	SE SEA LLC C/O TENANTS 13621 PERDIDO KEY DR #1103 W PENSACOLA FL 32507
OUACHITA INDEPENDENT BANK PO BOX 14100 MONROE LA 71207	INDIGO CONDOMINIUM ASSOC C/O JOE MENDOLA 13621 PERDIDO KEY DR PENSACOLA FL 32507
SE SEA LLC 13621 PERDIDO KEY DR PENSACOLA FL 32507	

WITNESS my official seal this 8th day of June 2016.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON July 11, 2016, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **WGS TAX INVESTMENT FUNDING LLC US BANK % WGS TAX INVESTMENT F** holder of **Tax Certificate No. 06412**, issued the **1st day of June, A.D., 2014** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

UNIT 1103-W INDIGO PHASE II CONDOMINIUM ALSO A 1997/367009 INT IN COMMON ELEMENTS OR 5871 P 138

SECTION 35, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 104602035 (16-128)

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

SE SEA LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **second Monday** in the month of July, which is the **11th day of July 2016**.

Dated this 8th day of June 2016.

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

Post Property:

13621 PERDIDO KEY DR 1103W 32507



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

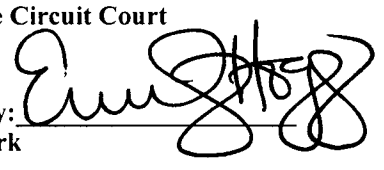
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 104602035 Certificate Number: 006412 of 2014

Payor: SOUTHERN ELECTRIC CORPORATION PO BOX 320398 FLOWOOD MS 39232 Date
06/07/2016

Clerk's Check #	5502946296	Clerk's Total	\$470.25
Tax Collector Check #	1	Tax Collector's Total	\$8,693.27
		Postage	\$26.70
		Researcher Copies	\$17.00
		Total Received	\$9,207.22

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
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**COUNTY OF ESCAMBIA
 OFFICE OF THE
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

Case # 2014 TD 006412
Redeemed Date 06/07/2016

Name SOUTHERN ELECTRIC CORPORATION PO BOX 320398 FLOWOOD MS 39232

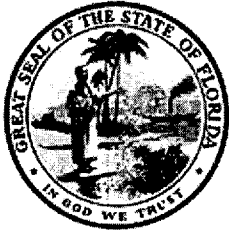
Clerk's Total = TAXDEED	\$470.25
Due Tax Collector = TAXDEED	\$8,693.27
Postage = TD2 <i>Taxdeed</i>	\$26.70
ResearcherCopies = TD6	\$17.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 104602035 Certificate Number: 006412 of 2014

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="07/11/2016"/>	Redemption Date <input type="text" value="06/07/2016"/>
Months	3	2
Tax Collector	<input type="text" value="\$8,312.94"/>	<input type="text" value="\$8,312.94"/>
Tax Collector Interest	\$374.08	\$249.39
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$8,693.27	<input type="text" value="\$8,568.58"/> TC
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$20.25	\$13.50
Total Clerk	\$470.25	<input type="text" value="\$463.50"/> TC
Postage	<input type="text" value="\$26.70"/>	<input type="text" value="\$26.70"/>
Researcher Copies	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Total Redemption Amount	\$9,207.22	\$9,075.78
	Repayment Overpayment Refund Amount	<input type="text" value="\$131.44"/> + 26.70 + 120 = <input type="text" value="\$278.14"/>

Redeemer

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

June 15, 2016

SOUTHERN ELECTRIC CORPORATION
PO BOX 320398
FLOWOOD MS 39232

Dear Redeemer,

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property was redeemed by you. A refund of unused fees/interest is enclosed.

If you have any questions, please feel free to give me a call.

CERTIFICATE NUMBER

REFUND

2014 TD 006412

\$278.14

TOTAL \$278.14

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

June 20, 2016

WGS TAX INVESTMENT FUNDING LLC US BANK % WGS TAX INVESTMENT F
PO BOX 645040
CINCINNATI OH 45264

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

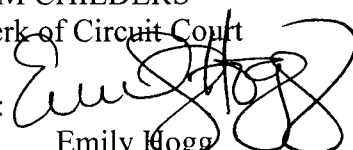
TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 006412	\$450.00	\$13.50	\$463.50
2014 TD 003690	\$450.00	\$13.50	\$463.50

TOTAL \$927.00

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division

THE SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

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PAM CHILDERS
As Clerk of the Circuit Court
Of Escambia County, Florida

By: Emily Hogg
Deputy Clerk

4wr6/8-6/29TD

Before the undersigned authority personally appeared Malcolm G. Ballinger who under oath says that he is Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of 2014 TD 06412 in the Escambia Court was published in said newspaper in and was printed and released on the start date of 6-8-14 and end date of 7-5-14.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication of the said newspaper.

X

MALCOLM G. BALLINGER, PUBLISHER

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me, Na'Shanda L. Edwards, this 30 day of June 2016, by Malcolm G. Ballinger, who is personally known to me.

X

NA'SHANDA L. EDWARDS, NOTARY PUBLIC

