

# Tax Collector's Certification

CTY-513

**Tax Deed Application Number**  
1600340

**Date of Tax Deed Application**  
Apr 26, 2016

This is to certify that **CAZENOVIA CREEK FUNDING I, LLC**, holder of **Tax Sale Certificate Number 2014 / 8510**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **13-3587-000**

Cert Holder:  
**CAZENOVIA CREEK FUNDING I, LLC**  
**PO BOX 54897**  
**NEW ORLEANS, LA 70154**

Property Owner:  
**DEAN WILLIAM H & VIVIAN C**  
**2422 N DAVIS HWY**  
**PENSACOLA, FL 32503**  
LT 4 BLK 88 EAST KING TRACT OR 3698 P 673 CA 63

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
2014/8510	13-3587-000	06-01-2014	460.58	23.03	483.61

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
2015/8938	13-3587-000	06-01-2015	468.99	6.25	23.45	498.69

**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	982.30
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	436.70
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	1,794.00

**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.	21,030.50
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	6.25
19. Total Amount to Redeem	

Done this the 27th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: November 7, 2016 By Jehna Stewart

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
13-3587-000 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

CAZENOVIA CREEK FUNDING I, LLC  
PO BOX 54897  
NEW ORLEANS, LA 70154

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

<u>Certificate No.</u>	<u>Date</u>	<u>Legal Description</u>
2014/ 8510	06-01-2014	LT 4 BLK 88 EAST KING TRACT OR 3698 P 673 CA 63

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

04-26-2016

Date



# Chris Jones Escambia County Property Appraiser

Real Estate  
Search

Tangible Property  
Search

Sale  
List

Amendment 1/Portability  
Calculations

[Back](#)

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[Printer Friendly Version](#)

## General Information

**Reference:** 0005009020004088  
**Account:** 133587000  
**Owners:** DEAN WILLIAM H & VIVIAN C  
**Mail:** 2422 N DAVIS HWY  
 PENSACOLA, FL 32503  
**Situs:** 2422 N DAVIS HWY 32503  
**Use Code:** STORE/OFFICE/SFR   
**Taxing Authority:** PENSACOLA CITY LIMITS  
**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	\$20,805	\$25,543	\$46,348	\$42,061
2014	\$20,805	\$24,878	\$45,683	\$41,728
2013	\$20,805	\$23,339	\$44,144	\$41,112

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

## Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1994	3698	673	\$55,000	WD	<a href="#">View Instr</a>
03/1986	2194	549	\$45,000	WD	<a href="#">View Instr</a>
01/1970	479	882	\$100	WD	<a href="#">View Instr</a>

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

## 2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

## Legal Description

LT 4 BLK 88 EAST KING TRACT OR 3698 P 673 CA 63

## Extra Features

None

## Parcel Information

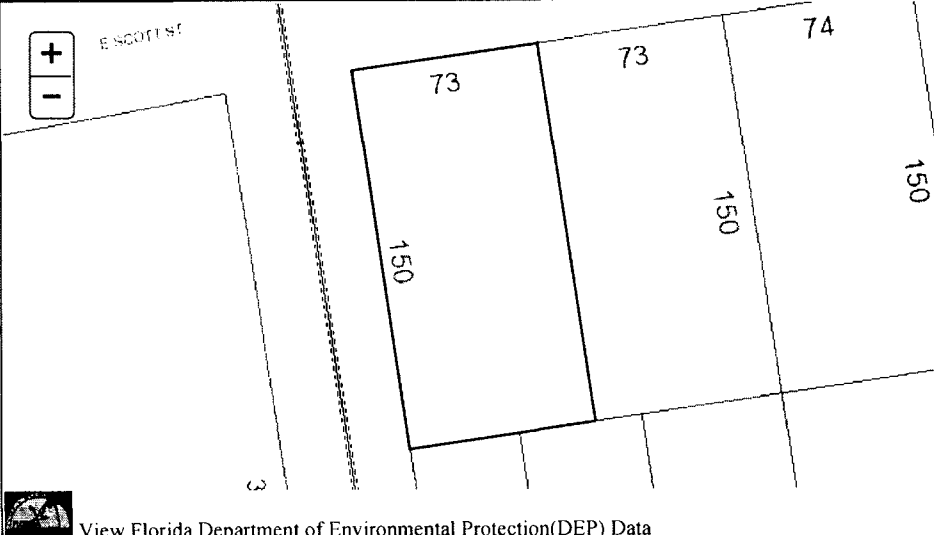
[Launch Interactive Map](#)

**Section**  
**Map Id:**  
 CA063

**Approx. Acreage:**  
 0.2514

**Zoned:**   
 R-1AA

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



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


## Buildings

Address: 2422 N DAVIS HWY, Year Built: 1940, Effective Year: 1950

## Structural Elements

**DECOR/MILLWORK-BELOW AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-SIDING-SHT.AVG.**  
**FLOOR COVER-PINE/SOFTWOOD**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-5**  
**NO. STORIES-1**

**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-GABLE**  
**STORY HEIGHT-8**  
**STRUCTURAL FRAME-WOOD FRAME**

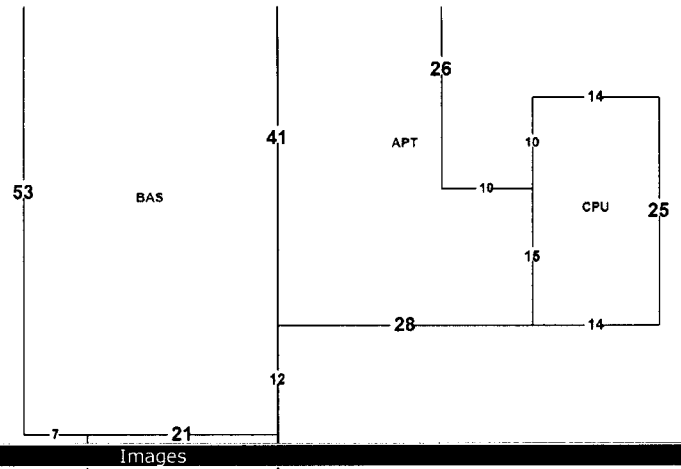
 Areas - 2848 Total SF

**APARTMENT - 888**

**BASE AREA - 1484**

**CANOPY - 126**

**CARPORT UNF - 350**



6/1/11

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:05/04/2016 (tc.7055)

**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

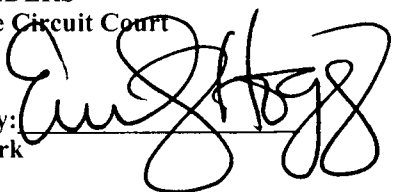
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 133587000 Certificate Number: 008510 of 2014**

**Payor: WILLIAM H DEAN 2422 N DAVIS HWY PENSACOLA, FL 32503      Date 05/31/2016**

Clerk's Check #	183015660	Clerk's Total	\$497.25
Tax Collector Check #	1	Tax Collector's Total	\$1,988.62
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	<del>\$2,585.87</del>

**\$1963.91**

**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  
 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

**Case # 2014 TD 008510  
 Redeemed Date 05/31/2016**

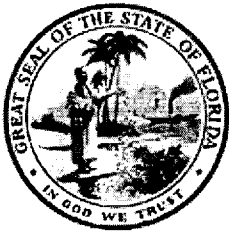
**Name WILLIAM H DEAN 2422 N DAVIS HWY PENSACOLA, FL 32503**

Clerk's Total = TAXDEED	<del>\$497.25</del>	<b>\$1963.91</b>
Due Tax Collector = TAXDEED	<del>\$1,988.62</del>	
Postage = TD2	<del>\$60.00</del>	
ResearcherCopies = TD6	<del>\$40.00</del>	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
<b>FINANCIAL SUMMARY</b>					
No Information Available - See Dockets					

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



**PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**

**Account: 133587000 Certificate Number: 008510 of 2014**

Redemption ☐ Yes ☒ Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/07/2016"/>	Redemption Date <input type="text" value="05/31/2016"/>
Months	7	1
Tax Collector	<input type="text" value="\$1,794.00"/>	<input type="text" value="\$1,794.00"/>
Tax Collector Interest	\$188.37	\$26.91
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,988.62	<input type="text" value="\$1,827.16"/> <b>TTC</b>
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	\$47.25	\$6.75
Total Clerk	\$497.25	<input type="text" value="\$456.75"/> <b>CH</b>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,585.87	\$2,283.91
	Repayment Overpayment Refund Amount	\$301.96

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 3, 2016

CAZENOVIA CREEK FUNDING I LLC  
PO BOX 54897  
NEW ORLEANS LA 70154

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.

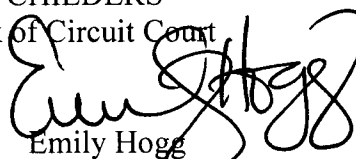
TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 004150	\$450.00	\$6.75	\$456.75
2014 TD 008510	\$450.00	\$6.75	\$456.75
2014 TD 003315	\$450.00	\$6.75	\$456.75
2014 TD 003317	\$450.00	\$6.75	\$456.75
2014 TD 005022	\$450.00	\$6.75	\$456.75

**TOTAL 2283.75**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division



**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

Redeemed

16-427

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 12949

August 2, 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 08-02-1996, through 08-02-2016, and said search reveals the following:

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

William H. Dean and Vivian C. Dean, 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

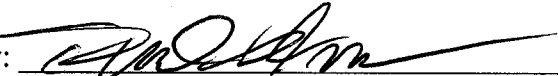
4. Taxes:

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: 

August 2, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 12949

August 2, 2016

**Lot 4, Block 88, East King Tract, East of Tarragona, City of Pensacola, Escambia County, Florida,  
according to the map of said City copyrighted by Thomas C. Watson in 1906.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 12949

August 2, 2016

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

1. Mortgage executed by William H. Dean and Vivian C. Dean, husband and wife to Coaostal Bank & Trust of Florida, dated 05/21/2009 and recorded in Official Record Book 6477 on page 1309 of the public records of Escambia County, Florida. given to secure the original principal sum of \$20,000.00. Assignment of Rents and Leases recorded in O.R. Book 6477, page 1317. Mortgage Modification recorded in O.R. Book 6578, page 1028.
2. Taxes for the year 2013-2015 delinquent. The assessed value is \$46,348.00. Tax ID 13-3587-000.

**PLEASE NOTE THE FOLLOWING:**

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: 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: 11-7-2016

TAX ACCOUNT NO.: 13-3587-000

CERTIFICATE NO.: 2014-8510

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

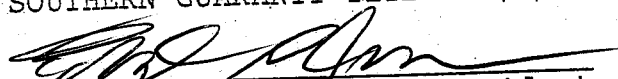
- ☒ X Notify City of Pensacola, P.O. Box 12910, 32521  
☒ X Notify Escambia County, 190 Governmental Center, 32502  
☒ X Homestead for 2015 tax year.

William H. Dean  
Vivian C. Dean  
2422 N. Davis Hwy.  
Pensacola, FL 32503

Coastal Bank & Trust of Florida  
125 E. Romana St.  
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,  
this 2nd day of August, 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.

When recorded return to:  
BAKER & DUKE, P.A.  
15 W. La Rue St.  
Pensacola, FL 32501

Parcel ID Number: 00-05-00-9020-004-088

Grantee #1 TIN:

Grantee #2 TIN:

## Warranty Deed

This Indenture, Made this 14th day of  
Evelyn M. Sneed, a single woman,

December, 1994 A.D.,

Between

of the County of ESCAMBIA, State of Florida, grantor, and  
William H. Dean and Vivian C. Dean, husband and wife,

whose address is: 2422 N. Davis Hwy., PENSACOLA, Florida 32503

of the County of ESCAMBIA, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
----- TEN & NO/100 (\$10.00) ----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEEES, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEEES and GRANTEEES' heirs and assigns forever, the following described land, situate,  
lying and being in the County of ESCAMBIA State of Florida to wit:

Lot 4, Block 88, East King Tract, East of Tarragona, City of  
Pensacola, Escambia County, Florida, according to Map of said  
City, copyrighted by Thomas C. Watson in 1906.

Instrument 00178228  
Filed and recorded in the  
public records  
DECEMBER 27, 1994  
at 10:24 A.M.  
in Book and Page noted  
above or herein  
and record verified  
JOE A. FLOWERS,  
COMPTROLLER  
Escambia County,  
Florida

D S PD Deed \$385.00  
Mort \$0.00 ASWH \$0.00  
DECEMBER 27, 1994  
Joe A. Flowers, Comptroller  
Cert. Reg. 59-2043328-27-01  
By: J. Flowers S.C.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.  
In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.  
Signed, sealed and delivered in our presence:

Tracy N. Ratzin  
Tracy N. Ratzin  
Witness

Evelyn M. Sneed (Seal)  
Evelyn M. Sneed  
P.O. Address 711 Underwood Ave. #205B, PENSACOLA, FL 32504

John Beede  
John Beede  
Witness

STATE OF Florida  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of December, 1994 by  
Evelyn M. Sneed, a single woman,

who has produced her Florida driver's license as identification.

This Document Prepared By:

Steven J. Baker

BAKER & DUKE P.A.

POST OFFICE BOX 66 15 WEST PENSACOLA, FL 32504

PENSACOLA



TRACY N. RATZIN

My Comm Exp. 4/11/98

Notary Public

No. CC363544

[ ] Personally Known

[ ] Other I.D.

Tracy N. Ratzin  
Tracy N. Ratzin  
NOTARY PUBLIC

Exc. Stamps - 40.00  
Intangibles - 40.00  
Rec - 113.50

### REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name(s) first):

Mortgagee:

DEAN, WILLIAM H , A MARRIED MAN

COASTAL BANK AND TRUST OF FLORIDA

DEAN, VIVIAN C, A MARRIED WOMAN

125 WEST ROMANA STREET, SUITE 400

2422 N DAVIS HWY

PENSACOLA, FL 32502

Mailing Address

PENSACOLA, FL 32503-3831

City State Zip

*This instrument was prepared by:*

COASTAL BANK AND TRUST OF FLORIDA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

**Know All Men By These Presents: That whereas** WILLIAM H DEAN , A MARRIED MAN

VIVIAN C DEAN, A MARRIED WOMAN

(whether one or more, hereinafter called the "Borrower") has become justly indebted  
to COASTAL BANK AND TRUST OF FLORIDA with offices in PENSACOLA;

Florida, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of

**\*\*TWENTY THOUSAND DOLLARS AND ZERO CENTS\*\*** Dollars (\$ 20000.00)

together with interest thereon, as evidenced by a promissory note or notes of even date  
herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest  
maturity date here: \_\_\_\_\_).

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

A. The existing indebtedness represented by that certain promissory note of even date  
herewith for the sum of TWENTY THOUSAND AND 00/100TH DOLLARS  
(\$ 20,000.00) made by mortgagor payable to the order of Mortgagee with interest  
from date until paid at the rate therein specified, the said principal and interest payable in the  
manner and upon the terms, provisions and conditions set forth in the Note, together with any  
and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of  
Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of  
all amounts secured hereby shall not exceed at any one time the sum of DOLLARS  
FORTY THOUSAND AND 00/100TH  
(\$ 40,000.00); and provided, further, that all such advances, notes, claims,  
demands or liabilities and obligations secured hereby be incurred or arise or come into existence  
either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date  
of this Mortgage or within such lesser period of time as may hereafter be provided by law as  
a prerequisite for the sufficiency of actual notice or record notice of such advances, notes,  
claims, demands or liabilities and obligations as against the rights of creditors or subsequent  
purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of  
himself/herself and his/her successors and assigns, the right to file for record a notice limiting  
the maximum principal amount which may be secured by this Mortgage as provided for in  
Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned WILLIAM H DEAN, A MARRIED MAN

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

PARCEL ONE: LOT 4, BLOCK 88, EAST KING TRACT, EAST OF TARRAGONA, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

☐ (Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 21st day of MAY, 2009.

Brenda Thompson  
Brenda Thompson  
 [Type or Print Name of Witness]

Joyce Hudson  
Joyce Hudson  
 [Type or Print Name of Witness]

William H. Dean (Seal)

WILLIAM H DEAN, A MARRIED MAN (Seal)

V. C. Dean (Seal)

VIVIAN C DEAN, A MARRIED WOMAN (Seal)

ATTEST: \_\_\_\_\_

Its \_\_\_\_\_  
 (Corporate Seal)

By \_\_\_\_\_

Its \_\_\_\_\_



**This instrument prepared by:**

A. ALAN MANNING, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200

CPH&H File no. 10-0210

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**MODIFICATION OF REAL ESTATE MORTGAGE  
AND SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES,  
AND  
ADDITIONAL ADVANCE AGREEMENT**

THIS MODIFICATION OF REAL ESTATE MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND ADDITIONAL ADVANCE AGREEMENT is made and entered into this 1st day of April, 2010, by and between **WILLIAM H. DEAN and VIVIAN C. DEAN**, husband and wife, whose address is 2422 North Davis Highway, Pensacola, Florida 32503-3831 (the "Mortgagor"), and **COASTAL BANK AND TRUST OF FLORIDA**, whose address is Post Office Box 12966, Pensacola, FL 32591-2966 (the "Mortgagee").

**RECITALS:**

A. Mortgagor executed that certain Real Estate Mortgage and Security Agreement in favor of Mortgagee, dated May 21, 2009 and recorded in Official Records Book 6477, Page 1309 with Assignment of Rents and Leases dated May 21, 2009 and recorded in Official Records Book 6477 Page 1317 all of the public records of Escambia County, Florida (the "Mortgage").

B. The Mortgage secures the indebtedness of Mortgagor to Mortgagee as evidenced by that certain Promissory Note dated May 21, 2009 in the original principal sum of \$20,000.00, which now has an outstanding principal balance of \$15,479.03 (the "Original Note").

C. Mortgagee has, at the request of Mortgagor, agreed to make an additional advance to Mortgagor in the principal amount of \$39,520.97 (the "Additional Advance").

D. Mortgagor has, on even date herewith, executed in favor of Mortgagee, that certain Renewal Promissory Note in the original principal sum of \$55,000.00 (the "Renewal Note"),

pursuant to which the indebtedness evidenced by the Original Note and the Additional Advance is consolidated and renewed.

E. The parties hereto desire to modify the Mortgage to expressly secure the Renewal Note and further modify the Mortgage as follows:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Mortgage shall secure the obligations of Mortgagor to Mortgagee as evidenced by the Renewal Note and all renewals thereof, together with interest thereon until paid at the rate specified therein, said principal and interest payable in the manner and upon the terms, provisions and conditions set forth therein.

2. The following shall be added as a new Paragraph 15 of the Mortgage to be inserted immediately following the one-paragraph Paragraph 14 and immediately before the long unnumbered paragraph following Paragraph 14 that begins "If the Borrower pays ...":

"15. Mortgagee shall have the right to obtain from time to time (but no more frequently than once per calendar quarter) an appraisal of all or any part of the Premises (each, an "Appraisal"). Each Appraisal shall be prepared by a third-party appraiser satisfactory to, and engaged directly by, Mortgagee, in accordance with written instructions from Mortgagee. Mortgagee shall not be obligated to notify Mortgagor in advance that an Appraisal is being prepared. The cost of each Appraisal obtained by Mortgagee shall be borne by Mortgagor and shall be paid by Mortgagor to Mortgagee within five (5) days of written demand for payment; provided, however, that Mortgagor may request, and Mortgagee may approve or disapprove in its sole and absolute discretion, that Mortgagee make an additional advance to Mortgagor to cover the cost of the Appraisal. The additional advance, if approved, shall be evidenced by a renewal promissory note, mortgage modification agreement, and/or other documentation satisfactory to Mortgagee, and Mortgagor shall be solely responsible for paying all costs associated therewith, including, but not limited to, documentary stamp taxes, intangibles taxes, recording fees, document preparation and closing fees, and title insurance searches and endorsements. Mortgagor acknowledges and agrees that Mortgagee shall have the right to obtain each Appraisal, and Mortgagor shall have the obligation to pay for each Appraisals, whether or not Mortgagor is in default hereunder or under the Note. Mortgagor's failure to timely pay Mortgagee for the cost of an Appraisal shall be a default hereunder and under the Note. Provided that Mortgagor has paid Mortgagee for the cost of the Appraisal, upon written request by Mortgagor, Mortgagee shall deliver to Mortgagor a copy of the Appraisal. In addition, Mortgagee shall have the right to obtain from time to time (but no more frequently than once per calendar year) an environmental assessment report, including, but not limited to, a Phase I and/or Phase II environmental assessments, of all or any part of the Premises (each, an "Environmental Report"). Each Environmental Report shall be prepared by a third-party environmental consultant satisfactory to, and engaged directly by, Mortgagee, in accordance with written instructions from Mortgagee. Mortgagee shall not be obligated to notify Mortgagor in advance that an Environmental Report is being conducted. The cost of each Environmental Report obtained by Mortgagee shall be borne by Mortgagor and shall be paid by Mortgagor within five (5)

days of written demand for payment; provided, however, that Mortgagor may request, and Mortgagee may approve or disapprove in its sole and absolute discretion, that Mortgagee make an additional advance to Mortgagor to cover the cost of the Environmental Report. The additional advance, if approved, shall be evidenced by a renewal promissory note, mortgage modification agreement, and/or other documentation satisfactory to Mortgagee, and Mortgagor shall be solely responsible for paying all costs associated therewith, including, but not limited to, documentary stamp taxes, intangibles taxes, recording fees, document preparation and closing fees, and title insurance searches and endorsements. Mortgagor acknowledges and agrees that Mortgagee shall have the right to obtain Environmental Reports and Mortgagor shall have the obligation to pay for those Environmental Reports whether or not Mortgagor is in default hereunder or under the Note. Mortgagor's failure to timely pay Mortgagee for the cost of an Environmental Report shall be a default hereunder and under the Note. Provided that Mortgagor has paid Mortgagee for the cost of the Environmental Report, upon written request by Mortgagor, Mortgagee shall deliver to Mortgagor a copy of the Environmental Report."

3. Except as modified hereby, all other terms and conditions of the Mortgage shall remain in full force and effect, and Mortgagor and Mortgagee hereby ratify and confirm the terms and conditions thereof. Mortgagor represents and warrants to Mortgagee that Mortgagor has no counterclaims, setoffs or defenses to the rights of Mortgagee under either the Mortgage, as amended hereby, the Original Note or the Renewal Note.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Brenda Thompson

Brenda Thompson

[Type/Print Name of Witness]

Joyce Hudson

Joyce Hudson

[Type/Print Name of Witness]

Brenda Thompson

Brenda Thompson

[Type/Print Name of Witness]

Joyce Hudson

Joyce Hudson

[Type/Print Name of Witness]

MORTGAGOR:

William H. Dean

WILLIAM H. DEAN

V. C. Dean

VIVIAN C. DEAN

MORTGAGEE:

COASTAL BANK AND TRUST OF FLORIDA

By: Norris F. McMahon

Name: Norris F. McMahon

Title: Senior Vice President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of April, 2010, by WILLIAM H. DEAN and VIVIAN C. DEAN, ( ☒ ) who are personally known to me or ( ☐ ) who have shown me \_\_\_\_\_ as identification.



(NOTARIAL SEAL)

*Brenda Gail Thompson*

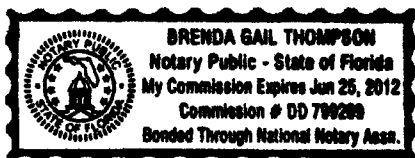
(Print/Type Name)  
NOTARY PUBLIC

Commission number: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of April, 2010, by Norris F. McMahon, the Senior Vice President of COASTAL BANK AND TRUST OF FLORIDA, on behalf of said bank. He/She is personally known to me.



(NOTARY SEAL)

*Brenda Gail Thompson*

NOTARY PUBLIC

My commission expires: \_\_\_\_\_

Commission #: \_\_\_\_\_