

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600405

Date of Tax Deed Application
May 04, 2016

This is to certify that **PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN**
US BANK AS CUST FOR PFS FINANCIAL 1 LLC, holder of **Tax Sale Certificate Number 2014 / 8601**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **14-0561-000**

Cert Holder:

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102

Property Owner:

AGNEW DANIEL P & SUSAN C
810 E LARUA ST
PENSACOLA, FL 32501

S 19 1/2 FT OF LTS 1 2 3 AND OF W 7 FT 6 IN OF LT 4 ALL LTS
14 15 16 AND W 7 FT 6 IN OF LT 13 BLK 83 Full legal attached.

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
2014/8601	14-0561-000	06-01-2014	674.26	33.71	707.97

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
2015/9032	14-0561-000	06-01-2015	672.67	6.25	33.63	712.55

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	1,420.52
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	644.25
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)	2,439.77

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.	29,819.50
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 24th day of May, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: 5 December 2016

By

Shirley Rich, CFCA
Senior Deputy Tax Collector

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

14-0561-000 2014

S 19 1/2 FT OF LTS 1 2 3 AND OF W 7 FT 6 IN OF LT 4 ALL LTS 14 15 16 AND W 7 FT 6 IN OF LT 13 BLK 83 NEW CITY TRACT OR
4327 P 1517 CA 68

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I, PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102

, 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/ 8601	06-01-2014	S 19 1/2 FT OF LTS 1 2 3 AND OF W 7 FT 6 IN OF LT 4 ALL LTS 14 15 16 AND W 7 FT 6 IN OF LT 13 BLK 83 NEW CITY TRACT OR 4327 P 1517 CA 68

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

05-04-2016

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: 0005009025020083
Account: 140561000
Owners: AGNEW DANIEL P & SUSAN C
Mail: 810 E LARUA ST
 PENSACOLA, FL 32501
Situs: 810 E LA RUA ST 32501
Use Code: SINGLE FAMILY RESID
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	\$56,763	\$135,279	\$192,042	\$59,639
2014	\$56,762	\$121,469	\$178,231	\$59,166
2013	\$113,525	\$107,008	\$220,533	\$58,292

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

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/1998	4327	1517	\$175,000	WD	View Instr
02/1997	4105	703	\$85,000	WD	View Instr
02/1997	4105	701	\$60,000	WD	View Instr
02/1989	2663	101	\$11,000	QC	View Instr

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

2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

S 19 1/2 FT OF LTS 1 2 3 AND OF W 7 FT 6 IN OF LT 4 ALL LTS 14 15 16 AND W 7 FT 6 IN OF LT 13 BLK 83 NEW CITY...

Extra Features

BLOCK/BRICK BUILDING

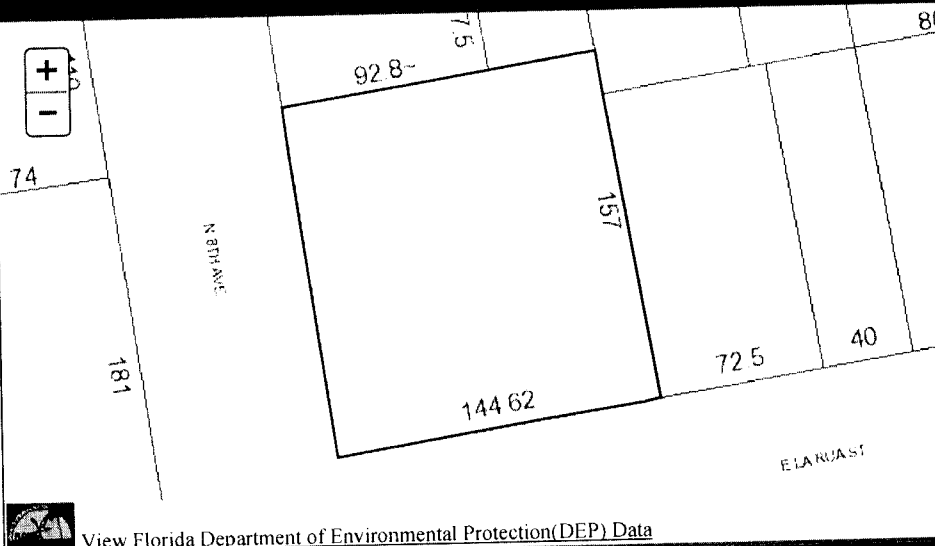
Parcel Information

Section Map Id:
CA068

Approx. Acreage:
0.5212

Zoned:
OEHR-2

Evacuation & Flood Information
[Open Report](#)



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

Buildings

Address: 810 E LA RUA ST, Year Built: 1900, Effective Year: 1970

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-SIDING-LAP.AAVG
 FLOOR COVER-PINE/SOFTWOOD
 FOUNDATION-WOOD/SUB FLOOR
 HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-9
 NO. STORIES-2
 ROOF COVER-DIMEN/ARCH SHNG
 ROOF FRAMING-GABLE-HI PITCH
 STORY HEIGHT-11
 STRUCTURAL FRAME-WOOD FRAME

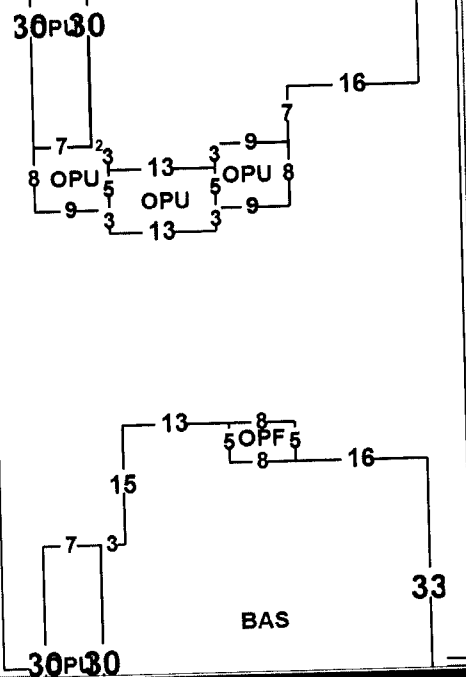
Areas - 4080 Total SF

BASE AREA - 1562

OPEN PORCH FIN - 40

OPEN PORCH UNF - 916

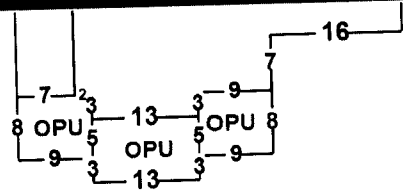
UPPER STORY FIN - 1562



Images



6/25/15



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: 06/03/2016 (tc.4701)

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**

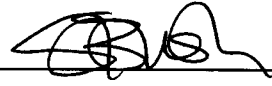
CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
 Tax Certificate Redeemed From Sale
 Account: 140561000 Certificate Number: 008601 of 2014**

Payor: DANIEL AGNEW 810 E LARUA ST PENSACOLA, FL 32501 Date 08/24/2016

Clerk's Check #	5503576087	Clerk's Total	\$497.25
Tax Collector Check #	1	Tax Collector's Total	\$2,702.20
		Postage	\$60.00
		Researcher Copies	\$0.00
		Total Received	\$3,259.45
			2706.06

**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
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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 008601

Redeemed Date 08/24/2016

Name DANIEL AGNEW 810 E LARUA ST PENSACOLA, FL 32501

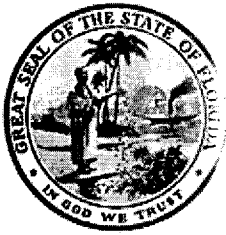
Clerk's Total = TAXDEED	\$497.25
Due Tax Collector = TAXDEED	\$2,702.20
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$0.00

• 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: 140561000 Certificate Number: 008601 of 2014

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 12/05/2016	Redemption Date 08/24/2016
Months	7	3
Tax Collector	\$2,439.77	\$2,439.77
Tax Collector Interest	\$256.18	\$109.79
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,702.20	\$2,555.81 TC
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$47.25	\$20.25
Total Clerk	\$497.25	\$470.25 CH
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$3,299.45	\$3,026.06
	Repayment Overpayment Refund Amount	\$273.39

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 •

September 7, 2016

PFS FINANCIAL 1 LLC US BANK CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST STE 2050
PHILADELPHIA PA 19102

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 008601	\$450.00	\$20.25	\$470.25

TOTAL \$470.25

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

16-536

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13121

September 16, 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 09-16-1996, through 09-16-2016, and said search reveals the following:

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

Daniel P. Agnew and Susan C. Agnew, 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: 

September 16, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 13121

September 16, 2016

All of Lots 14, 15 and 16, and the West 7.5 feet of Lot 13, the South 19.5 feet of Lots 1, 2 and 3, and the West 7.5 feet of Lot 4; all in Block 82, New City Tract, City of Pensacola, Escambia County, according to the map of said City copyrighted by Thomas C. Watson in 1906.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 13121

September 16, 2016

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

1. Mortgage executed by Daniel P. Agnew and Susan C. Agnew, husband and wife to Regions Bank formerly AmSouth Bank, dated 10/16/1998 and recorded in Official Record Book 4327 on page 1520 of the public records of Escambia County, Florida. given to secure the original principal sum of \$85,000.00. Mortgage Modification recorded in O.R. Book 5462, page 1520.
2. Taxes now paid. The assessed value is \$246,226.00. Tax ID 14-0561-000.

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: 12-5-2016

TAX ACCOUNT NO.: 14-0561-000

CERTIFICATE NO.: 2013-6884 14 TD 8601

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.

Daniel P. Agnew
Susan C. Agnew
810 E. LaRue St.
Pensacola, FL 32501

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

Certified and delivered to Escambia County Tax Collector,
this 16th day of September, 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.

Return To:
Southland Title of Pensacola, Inc.
1120 N. 12th Ave.
Pensacola, Florida 32501

OR BK 4327 PG 1517
Escambia County, Florida
INSTRUMENT 98-546214

DEED DOC STAMPS PD & ESC CO \$1225.00

10/20/98 EMILY LEE HERRIN, CLERK

By: *[Signature]*

WARRANTY DEED

Tax ID # 00-05-00-9025-020-083

FILE NO. 98-17361
DOC. 1,225.00
REC: 15.00
TOTAL 1,235.00
STATE OF FLORIDA
COUNTY OF Escambia

KNOW ALL MEN BY THESE PRESENTS: That

Paul J. Reese, a divorced unremarried man and Joanne M. Reese, a
divorced unremarried woman

P.O. Box 33383 Pensacola, Florida 32508

Grantor*

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has
bargained, sold, conveyed and granted unto Daniel P. Agnew and Susan C. Agnew, husband and wife

Grantee*

Address: 810 East LaRue Street Pensacola, Florida 32501

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of
Escambia, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

This instrument was prepared by:
Kathy Wilson
Southland Title of Pensacola, Inc.
1120 North 12th Ave.
Pensacola, FL 32501

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are
not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

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

*Whenever used herein, the term "grantee/grantor" shall include the heirs, personal representatives,
successors and/or assigns of the respective parties hereto, the use of singular member shall include
the plural; and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on October 16, 1998

[Signature]
Carol D. Euranks

[Signature] (Seal)
Paul J. Reese

[Signature]
Kathy G. Wilson

[Signature] (Seal)
Joanne M. Reese (Seal)

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 16th day of October, 1998
by Paul J. Reese, a divorced unremarried man and Joanne M. Reese, a divorced
unremarried woman

who is/are personally known to me or who has/have produced drivers/licenses

as identification and who did take an oath.

My Commission expires:

(Seal)

CAROL D. EURANKS
"Notary Public-State of FL"
Comm. Exp. March 3, 2000
Comm. No. CC 536510

Notary Public
Serial Number:

Exhibit "A"

All of Lots 14, 15 & 16, and the west $7\frac{1}{2}$ feet of Lot 13, The south $19\frac{1}{2}$ feet of lots 1, 2 and 3, and the west $7\frac{1}{2}$ feet of lot 4; all in block 83, New City Tract, in the city of Pensacola, Escambia County, Florida according to a map of said city copyrighted by Thomas C. Watson in 1906.

98-
17361

Return To:
Southland Title of Pensacola, Inc
1120 N. 12th Ave.
Pensacola, Florida 32501

OR BK 4327 PG 1520
Escambia County, Florida
INSTRUMENT 98-546215

MTG DOC STAMPS PD & ESC CO \$ 297.50
10/20/98 EMUE USE MAGNOLIA, FL 32501

By: *[Signature]*

INTANGIBLE TAX PD & ESC CO \$ 170.00
10/20/98 EMUE USE MAGNOLIA, FL 32501

By: *[Signature]*

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Laura Banks
P.O. Box 830721
Birmingham, AL 35283

24.00
291.50
170.00

This Mortgage prepared by:

Name: KRISTY RANSOM
Company: AmSouth Bank
Address: 70 North Baylen Street, Pensacola, FL 32501

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

NOTICE: This Mortgage secures an obligation due under a Revolving Credit Agreement and any balance due is subject to periodic change; however, in no event will the amount secured exceed the maximum due specified in the Indebtedness paragraph below.

THIS MORTGAGE IS DATED OCTOBER 16, 1998, between DANIEL P. AGNEW and SUSAN ⁸⁰⁴ AGNEW, HUSBAND AND WIFE, whose address is 2911 MAGNOLIA AVE, PENSACOLA, FL 32503 (referred to below as "Grantor"); and AmSouth Bank, whose address is 70 North Baylen Street, Pensacola, FL 32501 (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, located in ESCAMBIA County, State of Florida (the "Real Property"):

ALL OF LOTS 14, 15, 16 AND WEST 7.5' OF LOT 13, SOUTH 19.5' OF LOTS 1,2,3 AND WEST 7.5' OF LOT 4, ALL IN BLOCK 83, NEW CITY TRACT, PENSACOLA, ESCAMBIA COUNTY, FLORIDA.

The Real Property or its address is commonly known as 810 E LaRue ST, PENSACOLA, FL 32501.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all 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.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Borrower. The word "Borrower" means each and every person or entity signing the Note, including without limitation DANIEL P. AGNEW.

Credit Agreement. The words "Credit Agreement" mean the revolving line of credit agreement dated October 16, 1998, between Lender and Borrower with a credit limit of \$85,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

Grantor. The word "Grantor" means any and all persons and entities executing this Mortgage, including without limitation all Grantors named above. The Grantor is the mortgagor under this Mortgage. Any Grantor who signs this Mortgage, but does not sign the Credit Agreement, is signing this Mortgage only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Credit Agreement except as otherwise provided by contract or law.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, surties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage together with interest on such amounts as provided in this Mortgage and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made. Specifically, without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. At no time shall the principal amount of the Indebtedness, not including sums advanced in accordance with this Mortgage to protect the security of the lien of this Mortgage, exceed the maximum sum of \$85,000.00. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$85,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

Lender. The word "Lender" means AmSouth Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

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 acccessions, 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 property, interests and rights described above in the "Grant of Mortgage" section.

OR BK 5462 PGO185
Escambia County, Florida
INSTRUMENT 2004-267112

HTG DOC STAMPS PD & ESC CO \$ 402.50
07/26/04 ERNIE LEE HAGANA, CLERK

INTANGIBLE TAX PD & ESC CO \$ 230.00
07/26/04 ERNIE LEE HAGANA, CLERK

3pgs
27.00
402.50
230.00
WHEN RECORDED MAIL TO:



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

AGNEW, DANIEL P

2004/63/500250
01309146/265

This Modification of Mortgage prepared by:

Name: CONNIE STOVES
Company: AMSOUTH BANK
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

659.50

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 6, 2004, is made and executed between DANIEL P AGNEW, whose address is 810 LA RUA ST E, PENSACOLA, FL 32501 and SUSAN C AGNEW, whose address is 810 LA RUA ST E, PENSACOLA, FL 32501; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 1735 E. Nine Mile Road, Pensacola, FL 32514 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 16, 1998 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

RECORDED 10/20/98 IN ESCAMBIA COUNTY BOOK 4327 PAGE 1520; MODIFIED JULY 6, 2004.

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

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

The Real Property or its address is commonly known as 810 LA RUA ST E, PENSACOLA, FL 32501.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$85,000.00 to \$200,000.00.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 6, 2004.

GRANTOR:

X
DANIEL P AGNEW

X
SUSAN C AGNEW

WITNESSES:

X
Caroline Kanyig
X
Jackie Rogers

LENDER:

X
Authorized Signer