

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1700551

Date of Tax Deed Application
Jul 28, 2017

This is to certify that **MED ALI LLC AND MALLY LLC PART CITIBANK, N.A., AS COLLATERAL**, holder of **Tax Sale Certificate Number 2015 / 1572**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **03-2945-000**

Cert Holder:
MED ALI LLC AND MALLY LLC PART CITIBANK, N.A., AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510 SAN DIEGO, CA 92121

Property Owner:
CAREY CHRISTOPHER A
1421 GAMARRA RD
PENSACOLA, FL 32503
LT 7 BETTY ANN S/D PB 5 P 41 OR 2492 P 104

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
2015/1572	03-2945-000	06/01/2015	463.26	23.16	486.42

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
2017/1381	03-2945-000	06/01/2017	485.67	6.25	24.28	516.20
2016/1407	03-2945-000	06/01/2016	479.71	6.25	23.99	509.95

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	1,512.57
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
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)	1,887.57

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.	23,048.50
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 4th day of August, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 2/5/18 By 

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
03-2945-000 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1700551

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
MED ALI LLC AND MALLY LLC PART CITIBANK, N.A., AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO, CA 92121,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
03-2945-000	2015/1572	06-01-2015	LT 7 BETTY ANN S/D PB 5 P 41 OR 2492 P 104

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- 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 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
MED ALI LLC AND MALLY LLC PART CITIBANK, N.A., AS
COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO, CA 92121

07-28-2017
Application Date

Applicant's signature



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: 311S302200000007
Account: 032945000
Owners: CAREY CHRISTOPHER A
Mail: 1421 GAMARRA RD
 PENSACOLA, FL 32503
Situs: 5845 SANDERS AVE 32504
Use Code: SINGLE FAMILY RESID
Taxing Authority: PENSACOLA CITY LIMITS
Schools (Elem/Int/High): HOLM/WORKMAN/WASHINGTON
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	\$14,250	\$38,485	\$52,735	\$47,065
2016	\$14,250	\$37,276	\$51,526	\$46,097
2015	\$14,250	\$35,259	\$49,509	\$45,777

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

★ [File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
12/1987	2492	104	\$21,600	WD	View Instr
01/1976	1062	553	\$18,400	WD	View Instr

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

2017 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LT 7 BETTY ANN S/D PB 5 P 41 OR 2492 P 104

Extra Features

UTILITY BLDG

Parcel Information

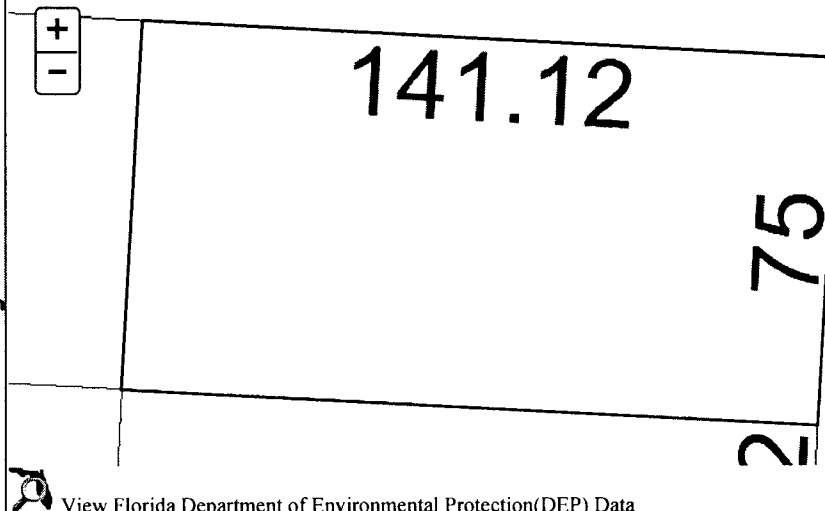
[Launch Interactive Map](#)

Section Map Id:
 31-1S-30-2

Approx. Acreage:
 0.2422

Zoned:
 R-1AA

Evacuation & Flood Information
[Open Report](#)



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

Buildings

Address: 5845 SANDERS AVE, Year Built: 1962, Effective Year: 1962

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-SIDING-SHT.AVG.
 FLOOR COVER-HARDWOOD/PARQET
 FOUNDATION-WOOD/SUB FLOOR
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-3

NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 1092 Total SF

BASE AREA - 1008

OPEN PORCH FIN - 84

24

BAS

24

10

21

11

Images

21



8/5/11

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: 09/14/2017 (tc.1723)

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

18-085

Redeemed

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 14054

November 13, 2017

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 11-13-1997, through 11-13-2017, and said search reveals the following:

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

Christopher A. Carey

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: 

November 13, 2017

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 14054

November 13, 2017

Lot 7, Betty Ann Subdivision, Plat Book 5, Page 41, O.R. Book 2492, page 104, Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 14054

November 13, 2017

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

1. That certain mortgage executed by Christopher A. Carey and Donna D. Carey in favor of Compass Bank dated 09/30/2005 and recorded 10/14/2005 in Official Records Book 5754, page 636 of the public records of Escambia County, Florida, in the original amount of \$35,000.00.
2. That certain mortgage executed by Christopher A. Carey and Donna D. Carey in favor of Compass Bank dated 09/19/2006 and recorded 10/11/2006 in Official Records Book 6009, page 1543 of the public records of Escambia County, Florida, in the original amount of \$50,000.00.
3. Taxes for the year 2014-2016 delinquent. The assessed value is \$52,735.00. Tax ID 03-2945-000.

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: rcsqt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 2-5-2018

TAX ACCOUNT NO.: 03-2945-000

CERTIFICATE NO.: 2015-1572

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

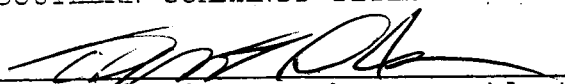
X Homestead for 2017 tax year.

Christopher A. Carey
1421 Gamarra Rd.
Pensacola, FL 32503
and
5845 Sanders Ave.
Pensacola, FL 32504

Compass Bank
P.O. Box 10343
Birmingham, AL 35203

Certified and delivered to Escambia County Tax Collector,
this 16th day of November, 2017.

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.

WARRANTY DEED

DOC. 118,80
 SUR.
 REC. 5001.00
 124,80

(Statutory - Sec. 689.02 F.S.)

This Instrument Prepared By

ANGELYN C. WESTMORELAND
 Associated Land Title Group, Inc.
 P. O. Box 12894
 Pensacola, FL 32504
 Connection With
 Issuance of Title Insurance

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That

ROBERT F. CURRY, III AND SHIRLEY G. CURRY, HUSBAND AND WIFE

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
 Christopher A. Carey

Address: 5845 N. Sanders St. Pensacola, FL 32504
 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:

Lot 7, BETTY ANN SUBDIVISION, Escambia County, Florida, in Section 31, Township 1 South, Range 30 West as recorded in Plat Book 5 page 41 in Escambia County, Florida.

Subject to that certain mortgage to the Commonwealth Corporation dated 12/21/76 and filed in O. R. Book 1062 page 554 assigned to Federal National Mortgage Association in O. R. Book 1084 page 355 of the public records of Escambia County, Florida, which mortgage the grantees herein assume and agree to pay.

SUBJECT TO: TAXES FOR THE YEAR 1988 AND SUBSEQUENT YEARS AND RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

D.S. PD. 11880
 DATE Dec 18 1987
 JESSIE A. FLOWERS, COMPTROLLER
 BY: [Signature]
 CERT. REG. #99-2043328-27-01 D.C.

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

"Wherever used herein, the term 'grantor/grantor' shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of singular number shall include the plural; and the plural the singular; the use of any gender shall include all genders"

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on
 December 18, 1987

Signed, sealed and delivered
 in the presence of:

[Signature: Joseph C. Westmoreland]
 [Signature: Josephine Reynolds]

[Signature: Robert F. Curry, III] (SEAL)
 ROBERT F. CURRY, III

[Signature: Shirley G. Curry] (SEAL)
 SHIRLEY G. CURRY

(SEAL)

(SEAL)

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

Before me the subscriber personally appeared

ROBERT F. CURRY, III AND

SHIRLEY G. CURRY

known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth.

Given under my hand and seal on
 December 18, 1987

(SEAL)

Notary Public

My Commission Expires:

9-30-91

FILED AND RECORDED IN
 THE PUBLIC RECORDS OF
 ESCAMBIA COUNTY, FLORIDA
 DEC 18 3 45 PM '87
 JESSIE A. FLOWERS, COMPTROLLER

600175

10.
279.00
Escambia
RECORDATION REQUESTED BY:

Compass Bank
PENSACOLA NORTH DAVIS
6701 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32504

WHEN RECORDED MAIL TO:

Compass Bank, Attn: Loan Operations
P. O. Box 10343
Birmingham, AL 35203

4 355 76 000 11 0404

This Mortgage prepared by:

Name: ELLIE WOODRUFF, Document Preparer
Company: Compass Bank
Address: P.O. Box 10343, Birmingham, AL 35203



0650000435576000948622TSYS0745

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$35,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated September 30, 2005, is made and executed between CHRISTOPHER A CAREY AND SHIRLEY G CURRY, HUSBAND AND WIFE, WHOSE ADDRESS IS 5845 SANDERS ST PENSACOLA FL 32504 (referred to below as "Grantor") and Compass Bank, whose address is 6701 NORTH DAVIS HIGHWAY, PENSACOLA, FL 32504 (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:

LOT 7, BETTY ANN SUBDIVISION, ESCAMBIA COUNTY, FLORIDA, IN SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST AS RECORDED IN PLAT BOOK 5 PAGE 41 IN ESCAMBIA COUNTY, FLORIDA, SUBJECT TO THAT CERTAIN MORTGAGE TO THE COMMONWEALTH CORPORATION DATED 12/21/76 AND FILED IN O.R. BOOK 1062 PAGE 554 ASSIGNED TO FEDERAL NATIONAL MORTGAGE ASSOCIATION IN O.R. BOOK 1084 PAGE 355 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, WHICH MORTGAGE THE GRANTEEES HEREIN ASSUME AND AGREE TO PAY. SUBJECT TO: TAXES FOR THE YEAR 1988 AND SUBSEQUENT YEARS AND RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 5845 SANDERS ST, PENSACOLA, FL 32504.

CROSS-COLLATERALIZATION. In addition to the Credit Agreement, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, 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. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, 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. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$35,000.00, THE RELATED DOCUMENTS, AND 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

**MORTGAGE
(Continued)**

Loan No: 4355760000948622

Page 7

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 Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement 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 Compass Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

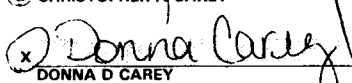
Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

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

GRANTOR:

x 
CHRISTOPHER A. CAREY

x 
DONNA D. CAREY

WITNESSES:

x 

x _____

**MORTGAGE
(Continued)**

Loan No: 4355760000948622

Page 8

INDIVIDUAL ACKNOWLEDGMENTSTATE OF FLORIDA)
) SS
)COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of September, 2005
by **CHRISTOPHER A CAREY**, who is personally known to me or who has produced FLDC as identification
and did / did not take an oath.

Jessica London
(Signature of Person Taking Acknowledgment)Jessica London
(Name of Acknowledger Typed, Printed or Stamped)ESCRINOTARY
(Title or Rank)

(Serial Number, if any)

INDIVIDUAL ACKNOWLEDGMENTSTATE OF FLORIDA)
) SS
)COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of September, 2005
by **DONNA D CAREY**, who is personally known to me or who has produced FLDC as identification and
did / did not take an oath.

Jessica London
(Signature of Person Taking Acknowledgment)Jessica London
(Name of Acknowledger Typed, Printed or Stamped)ESCRINOTARY
(Title or Rank)

(Serial Number, if any)

RECORDATION REQUESTED BY:

Compass Bank
PENSACOLA NORTH DAVIS
6701 NORTH DAVIS HIGHWAY
PENSACOLA, FL 32504

WHEN RECORDED MAIL TO:

Record and Return To:
Fiserv Lending Solutions
600-A N John Rodes Blvd.
CAREY, CHRISTOPHER A MELBOURNE, FL 32934

This Mortgage prepared by:

Name: TAMARA WHITE, Document Preparer
Company: Compass Bank
Address: P.O. Box 10343, Birmingham, AL 35203

9-25



06500000000000074365050ALS0745

MORTGAGE

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$50,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated September 19, 2006, is made and executed between CHRISTOPHER A CAREY AND DONNA D CAREY, HUSBAND AND WIFE, WHOSE ADDRESS IS 5845 SANDERS ST PENSACOLA FL 32504 (referred to below as "Grantor") and Compass Bank, whose address is 6701 NORTH DAVIS HIGHWAY, PENSACOLA, FL 32504 (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 Attached Schedule A

The Real Property or its address is commonly known as 5845 SANDERS ST, PENSACOLA, FL 32504.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower 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. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

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 \$50,000.00, THE RELATED DOCUMENTS, AND 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 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 good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**MORTGAGE
(Continued)**

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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 Compass Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

Note. The word "Note" means the note or credit agreement executed by Borrower(s) in the principal amount of \$50,000.00, dated September 19, 2006, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or agreement. Indebtedness evidenced by the Note or Related Documents or 'payable under the Credit Agreement and Related Documents,' as this phrase is used in the definition of 'Indebtedness,' includes amounts indirectly secured by any Cross-Collateralization provision in this document. The final maturity date of the Note is September 25, 2021.

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.

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

GRANTOR:

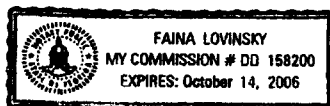
X [Signature]
CHRISTOPHER ANTHONY CAREY

X [Signature]
DONNA D CAREY

WITNESSES:
X [Signature]
X [Signature]

INDIVIDUAL ACKNOWLEDGMENTSTATE OF FloridaCOUNTY OF Escambia

The foregoing instrument was acknowledged before me this 20 day of Sept, 2006 as
by CHRISTOPHER ANTHONY CAREY, who is personally known to me or who has produced EC/DC
identification and did / did not take an oath.



Signature of Person Taking Acknowledgment

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

MORTGAGE
(Continued)

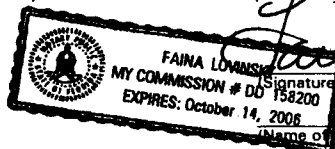
Loan No: 07436505

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Escambia)
) SS
)

The foregoing instrument was acknowledged before me this 20 day of Sept, 20 06
by DONNA D CAREY, who is personally known to me or who has produced FD/ID as identification and
did / did not take an oath.



(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

G269FNT1

SCHEDULE A

KNOWN AS: 5845 SANDERS ST

ALL THAT CERTAIN LAND IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

LOT(S) 7, OF BETTY ANN AS RECORDED IN PLAT BOOK 5, PAGE 41, ET SEQ.,
OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS,
OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.