



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513  
Rule 12D-16.002 F.A.C  
Effective 07/19  
Page 1 of 2

0423-54

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 14, 2022
Property description	FLEMMING MARK A 1663 BULEVAR MENOR PENSACOLA BEACH, FL 32561 1704 VIA DELUNA DR 17-0139-000 LT 12 LAGO BONITO TOWNHOUSE PB 8 P 79 OR 5799 P 850/851 OR 6309 P 1941 SHEET 14	Certificate #	2020 / 8999
		Date certificate issued	06/01/2020

## Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2020/8999	06/01/2020	3,617.58	180.88	3,798.46
→ Part 2: Total*				3,798.46

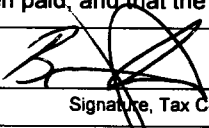
## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2022/7618	06/01/2022	3,995.55	6.25	199.78	4,201.58
# 2021/6992	06/01/2021	3,675.83	6.25	183.79	3,865.87
Part 3: Total*					8,067.45

## Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	11,865.91
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	12,240.91

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:  Signature, Tax Collector or Designee

Escambia, Florida  
Date July 27th, 2022

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/03/2023</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS *+6.25*

**Tax Collector (complete Parts 1-4)**

**Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

**Part 3: Other Certificates Redeemed by Applicant (Other than County)**

**Total.** Add the amounts in Columns 3, 4 and 5

**Part 4: Tax Collector Certified Amounts (Lines 1-7)**

**Line 1,** enter the total of Part 2 plus the total of Part 3 above.

**Total Paid, Line 7:** Add the amounts of Lines 1-6

**Line 6, Interest accrued by tax collector.** Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

**Clerk of Court (complete Part 5)**

**Line 13: Interest** is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

**Line 14:** Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2200522

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154,

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
17-0139-000	2020/8999	06-01-2020	LT 12 LAGO BONITO TOWNHOUSE PB 8 P 79 OR 5799 P 850/851 OR 6309 P 1941 SHEET 14

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, property information 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  
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154

07-14-2022  
Application Date

\_\_\_\_\_  
Applicant's signature

## Buildings

Address:1704 VIA DELUNA DR, Year Built: 1973, Effective Year: 1995, PA Building ID#: 29978

### Structural Elements

**DECOR/MILLWORK-AVERAGE**

**DWELLING UNITS-1**

**EXTERIOR WALL-SIDING-LAP.AAVG**

**FLOOR COVER-CARPET**

**FOUNDATION-WOOD/SUB FLOOR**

**HEAT/AIR-CENTRAL H/AC**

**INTERIOR WALL-DRYWALL-PLASTER**

**NO. PLUMBING FIXTURES-8**


**NO. STORIES-2**

**ROOF COVER-BLT UP ON WOOD**

**ROOF FRAMING-FLAT/SHED**

**STORY HEIGHT-0**

**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 2156 Total SF

**BASE AREA - 516**

**BASE SEMI FIN - 288**

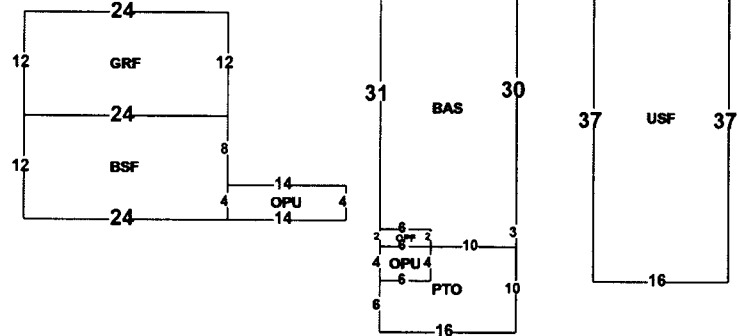
**GARAGE FIN - 288**

**OPEN PORCH FIN - 92**

**OPEN PORCH UNF - 244**

**PATIO - 136**

**UPPER STORY FIN - 592**



### Images



4/5/2016 12:00:00 AM

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:08/01/2022 (tc 2443)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPITAL ONE NA AS COLLATER** holder of **Tax Certificate No. 08999**, issued the **1st day of June, A.D., 2020** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LT 12 LAGO BONITO TOWNHOUSE PB 8 P 79 OR 5799 P 850/851 OR 6309 P 1941 SHEET 14**

**SECTION 28, TOWNSHIP 2 S, RANGE 26 W**

**TAX ACCOUNT NUMBER 170139000 (0423-54)**

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

**MARK A FLEMMING**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of April, which is the **3rd day of April 2023**.

Dated this 24th day of August 2022.

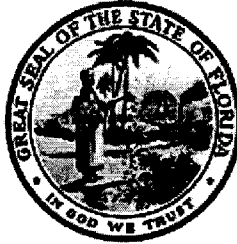
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 170139000 Certificate Number: 008999 of 2020**

**Payor: MARK A FLEMMING 1663 BULEVAR MENOR PENSACOLA BEACH, FL 32561      Date  
 8/30/2022**

Clerk's Check #	1	Clerk's Total	<del>\$517.56</del>
Tax Collector Check #	1	Tax Collector's Total	<del>\$13,899.68</del>
		Postage	<del>\$60.00</del>
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$14,494.24</del>

12,573.61

12,570.61  
 + 440.67  
 13,031.28

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By:  
 Deputy Clerk

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



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

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

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

**Case # 2020 TD 008999**

**Redeemed Date 8/30/2022**

**Name MARK A FLEMMING 1663 BULEVAR MENOR PENSACOLA BEACH, FL 32561**

Clerk's Total = TAXDEED	\$517.56	<del>\$13,899.68</del> <b>\$12,573.61</b>
Due Tax Collector = TAXDEED	\$13,899.68	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets



Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redemption from Sale						



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

**Tax Deed - Redemption Calculator**

**Account: 170139000 Certificate Number: 008999 of 2020**

Redemption ☐ Yes ☒ No Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="4/3/2023"/>	Redemption Date <input type="text" value="8/30/2022"/>
Months	9	1
Tax Collector	<input type="text" value="\$12,240.91"/>	<input type="text" value="\$12,240.91"/>
Tax Collector Interest	\$1,652.52	\$183.61
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$13,899.68	<input type="text" value="\$12,430.77"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
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	\$61.56	<input type="text" value="\$6.84"/>
Total Clerk	\$517.56	<input type="text" value="\$462.84"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$14,494.24	\$12,910.61
	Repayment Overpayment Refund Amount	\$1,583.63

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8849, Page 335, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 08999, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 170139000 (0423-54)

DESCRIPTION OF PROPERTY:

LT 12 LAGO BONITO TOWNHOUSE PB 8 P 79 OR 5799 P 850/851 OR 6309 P 1941 SHEET 14

SECTION 28, TOWNSHIP 2 S, RANGE 26 W

NAME IN WHICH ASSESSED: MARK A FLEMMING

Dated this 30th day of August 2022.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 17-0139-000 CERTIFICATE #: 2020-8999

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: January 17, 2003 to and including January 17, 2023 Abstractor: Stacie Wright

BY

Michael A. Campbell,  
As President  
Dated: January 22, 2023

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

January 22, 2023

Tax Account #: **17-0139-000**

1. The Grantee(s) of the last deed(s) of record is/are: **LEASEHOLD - MARK A FLEMMING**

**By Virtue of Quit Claim Deed recorded 12/15/2005 in OR 5779/850 Assignment of Lease Santa Rosa Island recorded 12/15/2005 in OR 5799/851 and Corrective Quit Claim Deed recorded 4/7/2008 in OR 6309/1941**

2. The land covered by this Report is: **See Attached Exhibit "A"**

3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:

- a. **Mortgage in favor of Regions Bank recorded 4/7/2008 OR 6309/1942**
- b. **Lien in favor of State of FL/Escambia County recorded 6/4/2008 OR 6336/376**
- c. **Lien in favor of State of FL/Escambia County recorded 6/2/2009 OR 6466/1318**
- d. **Lien in favor of State of FL/Escambia County recorded 6/2/2010 OR 6598/675**

4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 17-0139-000**

**Assessed Value: \$243,014.00**

**Exemptions: NONE**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **LAGO BONITO TOWNHOUSE ASSOCIATION, INC. AND SANTA ROSA ISLAND AUTHORITY**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** APR 3, 2023

**TAX ACCOUNT #:** 17-0139-000

**CERTIFICATE #:** 2020-8999

In compliance with Section 197.522, 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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

**MARK A FLEMMING**  
**1663 BULEVAR MENOR**  
**PENSACOLA BEACH, FL 32561**

**MARK A FLEMMING**  
**1704 VIA DELUNA DR**  
**PENSACOLA BEACH, FL 32561**

**LAGO BONITO TOWNHOUSE**  
**ASSOCIATION, INC.**  
**434 SOUTH NAVY BLVD**  
**PO BOX 4217**  
**PENSACOLA, FL 32507**

**LAGO BONITO TOWNHOUSE**  
**ASSOCIATION, INC.**  
**1692 VIA DELUNA DRIVE**  
**PENSACOLA BEACH, FL 32561**

**SANTA ROSA ISLAND AUTHORITY**  
**25 VIA DE LUNA DR.**  
**PENSACOLA BEACH, FL 32561**

**REGIONS BANK**  
**PO BOX 830721**  
**BIRMINGHAM, AL 35283**

Certified and delivered to Escambia County Tax Collector, this 22<sup>nd</sup> day of January, 2022.

**PERDIDO TITLE & ABSTRACT, INC.**



BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

**PROPERTY INFORMATION REPORT**

**January 22, 2023**

**Tax Account #:17-0139-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 12 LAGO BONITO TOWNHOUSE PB 8 P 79 OR 5799 P 850/851 OR 6309 P 1941 SHEET 14**

**SECTION 28, TOWNSHIP 2 S, RANGE 26 W**

**TAX ACCOUNT NUMBER 17-0139-000(0423-54)**

**QUIT CLAIM DEED**

When recorded return to:

Ilona Borish Flemming  
316 S. Baylen Street, Suite 300  
Pensacola, FL 32502

This Quit Claim Deed, executed the 15th day of Dec., 2005, by  
Ilona Borish Flemming, first party, to Mark A. Flemming, second party, whose address is  
1704 Via De Luna Drive, Pensacola Beach, FL 32561.

Witnesseth, that the first party, for and in consideration of the sum of \$          , in  
hand paid by the said second party, the receipt whereof is hereby acknowledged, does  
hereby convey, remise, release, and quit claim unto the second party forever, all the right,  
title, interest, claim and demand which the said first party has in and to the following  
described lot, real estate, piece or parcel of land, situate, lying and being in the County of  
Escambia, State of Florida, to wit:

Lot 12 Lago Bonito Townhouse, PB 8 P 79 OR 4308 P 211 Sheet 14  
A/K/A: 1704 Via De Luna Drive, Pensacola Beach, FL 32561

To have and to hold the same together with all and singular the appurtenances thereunto  
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity  
and claim whatsoever of the said first party, either in law or equity to the only proper use,  
benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and  
year first written above.

Signed, sealed and delivered in the presence of,

Dana Schmidt  
Witness Signature

Dana Schmidt  
Witness Print Name

Mark A. Flemming

Ilona Borish Flemming  
Grantor Signature  
ILONA BORISH FLEMMING  
Grantor Print Name

STATE OF Florida  
COUNTY OF Escambia

On this day personally appeared before me Ilona Borish Flemming Grantor, to me  
known to be the individual described in and who executed the foregoing instrument, and  
acknowledged that s/he signed the same as his/her free and voluntary act and deed for the  
uses and purposes therein mentioned.

Given under hand and official seal this 15th day of December, 2005.

Susan Chesser Daley  
NOTARY PUBLIC in and for the State of Florida,  
Print Name: Susan Chesser Daley  
Commission No.: DD482184  
My commission expires 10-24-09



Prepared by: Ilona Borish Flemming 1517 Via De Luna  
Pensacola Beach, FL 32561

ASSIGNMENT OF LEASE SANTA ROSA ISLAND

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The undersigned, Ilona Borish Flemming, whose mailing address is: 316 S. Baylen Street, Suite 300, Pensacola, FL 32561, hereafter called Assignor, the present owner and holder of the leasehold interest of lessee in that lease granted by Santa Rosa Island Authority, as leasing agent of Escambia County, FL, to Gulf Jemms, Inc., dated the 8<sup>th</sup> day of October, 1973, and recorded in Official Records Book 806, at page 605, of the Public Records of Escambia County, FL covering the following described property on Santa Rosa Island in Escambia County, FL, to wit:

Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, FL, according to plat recorded in Plat Book 8 at Page 79 of the public records of Escambia County, FL. (Property Identification # 170139000)

For and in consideration of One Dollar and other good and valuable consideration the receipt of which is hereby acknowledged, do hereby sell, assign, and transfer all of the right, title and interest of Assignor in said lease and demised premises, and all the improvements thereon, and all interest hereafter acquired in said leasehold estate, to MARK A. FLEMMING, hereafter called Assignee, and the heirs, agents and assigns, forever, of Assignee, whose mailing address is: 1704 Via De Luna Drive, Pensacola Beach, FL 32561.

By acceptance of this assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforesaid lease and hold Assignor harmless from any liability hereunder. Assignor covenants that Assignor is the owner of the above leasehold estate: that Assignor has a good right to transfer the same; that the property is free from any lien or encumbrance not shown above; that the Assignee may at all times peaceably and quietly enter upon, hold, and enjoy said leasehold estate in said property and every part thereof; and that Assignor will defend the same against the lawful claims of all persons whomsoever.

In WITNESS WHEREOF, the undersigned Assignor has executed this instrument under seal this 15<sup>th</sup> day of Dec, 2005.

Executed in the presence of:

Dana Schmidt  
Witness Signature

Dana Schmidt  
Witness Print Name

Mark A. Flemming  
Assignor Signature

Ilona Borish Flemming  
Assignor Signature  
ILONA BORISH FLEMMING  
Assignor Print Name

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was sworn to and acknowledged before me this 15<sup>th</sup> day of December, 2005, by Ilona Borish Flemming, who is personally known to me.

Susan Chesser Daley  
NOTARY PUBLIC in and for the State of Florida,  
Print Name: Susan Chesser Daley  
Commission No.: DD482184  
My Commission Expires: 10-24-09



Prepared by: ILONA BORISH FLEMMING 1517 Via De Luna  
Pensacola Beach FL 32561



*This Instrument Prepared by & return to:*  
**Name:** Estrella Lugo, an employee of  
Title Offices, LLC  
**Address:** 12385 Sorrento Road, Suite C-1  
Pensacola, FL 32507  
08WP-03002CP  
**Parcel I.D. #:** 282S26-1160-000-012

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

***This Corrective Quit-Claim Deed*** executed this 4th day of April, A.D. 2008, by ILONA JULIA BORISH F/K/A ILONA BORISH FLEMMING, A SINGLE WOMAN, first party, to MARK A. FLEMMING, A SINGLE MAN, whose post office address is 1704 Via De Luna Drive, Pensacola Beach, FL 32561, second party:

(Wherever used herein, the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH**, That the said first party, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, FL, according to plat recorded in Plat Book 8 at Page 79 of the public records of Escambia County, FL. (Property Identification # 170139000)

**THIS IS A CORRECTIVE QUIT CLAIM DEED GIVEN TO CORRECT IN THAT CERTAIN QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 5799, PAGE 850.**

**To Have and to Hold** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**In Witness Whereof**, the said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Theresa J. Barrett  
Witness Signature

Theresa J. Barrett  
Printed Name

Debra R. White  
Witness Signature

Debra R. White  
Printed Name

Ilona J. Borish L.S.  
ILONA JULIA BORISH F/K/A ILONA BORISH  
FLEMMING

Address:

STATE OF FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by ILONA BORISH FLEMMING, who is known to me or who has produced \_\_\_\_\_ as identification.

Candace B. Holland  
Signature of Notary  
My commission expires 6-16-2009



*Prepared By*  
**WHEN RECORDED MAIL TO:**  
Regions Bank  
Loan Operations-Consumer Document Control  
P.O. Box 830734  
Birmingham, AL 35283

*Return To:*

**TITLE OFFICES, LLC  
12385 SORRENTO ROAD, SUITE C-1  
PENSACOLA, FL 32507**

This Mortgage prepared by:

Name: Jeffrey Parker  
Company: Regions Bank  
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283



\*DOC4850200000043271320007104250000000\*

**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 \$200,000.00., 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 April 4, 2008, is made and executed between MARK A FLEMMING, whose address is 1663 BULEVAR MENOR, GULF BREEZE, FL 32561; unmarried (referred to below as "Grantor") and Regions Bank, whose address is P.O. Box 830721, Birmingham, AL 35283 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 1704 VIA DE LUNA DR, PENSACOLA BEACH, FL 32561.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, 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 Grantor. 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 \$200,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

**Possession and Use.** Until the occurrence of an Event of Default, 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.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any

**MORTGAGE  
(Continued)**

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Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of

**MORTGAGE  
(Continued)**

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the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (B) to provide any required insurance on the Property; or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents; and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name

**MORTGAGE  
(Continued)**

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of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender, Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

**Appoint Receiver.** In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either: (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**MORTGAGE  
(Continued)**

Loan No: 004327132000710425

Page 5

**DEFENSE COSTS.** Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Mortgage, Grantor will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim. Borrower may assert against Lender, including any "Claim" (as that term is defined below) referred to arbitration as provided below. Such costs and expenses shall include, without limitation, attorneys' fees and costs.

**ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL.** Except as expressly provided below, any controversy, claim, dispute or disagreement (any "Claim") arising out of, in connection with or relating to (1) Grantor's business relationship with Lender; (2) the performance, interpretation, negotiation, execution, collateralization, administration, repayment, modification, or extension of this Mortgage; (3) any change or cost incurred pursuant to this Mortgage; (4) the collection of any amounts due under this Mortgage; (5) any alleged tort or other claim arising out of or relating in any way to this Mortgage, collateral under this Mortgage, any account established pursuant to this Mortgage, or any insurance or mechanical repair contract purchased pursuant to or in connection with this Mortgage; (6) any breach of any provision of this Mortgage; (7) any statement or representation made to Grantor by or on behalf of Lender; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Mortgage or any assignment of this Mortgage, or any relationship created by or resulting from this Mortgage, will be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claims involving Lender's officers, directors, employees, agents, representatives, contractors, subcontractors, affiliates, successors or assigns, and any such Claims against any of those parties may be joined or consolidated with any related Claims against Lender in a single arbitration proceeding.

**Administration and Rules.** The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, where applicable, its Supplementary Procedures for the Resolution of Consumer-Related Disputes (collectively, the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Mortgage, this Mortgage will control, except that, in the event that the AAA determines that any provision of this Mortgage does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol will control. Lender will tell Grantor how to contact the AAA and how to get a copy of the Arbitration Rules without cost if Grantor asks Lender in writing to do so. Or, Grantor may contact the AAA directly at 1-800-778-7879 (toll-free) or at [www.adr.org](http://www.adr.org).

**Arbitration Fees and Costs.** If the AAA's Supplementary Procedures for Consumer-Related Disputes apply to Grantor's Claim or Counterclaim, and if Grantor's Claim or Counterclaim for actual damages does not exceed \$10,000, Grantor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If Grantor's Claim or Counterclaim for actual damages exceeds \$10,000 but does not exceed \$75,000, Grantor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For such Claims or Counterclaims that do not exceed \$75,000, Lender will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If Grantor's claim or counterclaim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related claim or counterclaim, or if it is not a consumer-related claim or counterclaim, Grantor will be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related claim or counterclaim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non-consumer-related claim or counterclaim, the prevailing party in an arbitration proceeding may seek to recover its expenses for administrative fees and arbitrator's fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim or Counterclaim can apportion the administrative fees and expenses and arbitrators' fees between Grantor and Lender as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Mortgage are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time Grantor submits its claim or counterclaim will apply. The Arbitration Rules permit Grantor to request a deferral or reduction of the administrative fees of arbitration if paying them would cause Grantor extreme hardship. Each party also has the option of filing an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

**Arbitrator(s).** The arbitration of any Claim or any counter-Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim or any Counter-Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between Grantor and Lender. If Grantor and Lender cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s).

**No Joinder of Claims; No Class Claims.** Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons. The validity and effect of this provision of this agreement to arbitrate shall be determined by a court of competent jurisdiction and not by the arbitrator(s).

**Limitations, Defenses and Privileges.** All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration.

**Location of Hearing.** Any in-person arbitration hearing will be held in Birmingham, Alabama, where Lender's main office is located, or in the state where this Mortgage was executed if Lender has a branch office in that state.

**Scope.** Except as otherwise expressly provided in this agreement to arbitrate, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Mortgage, will be decided by the arbitrator(s).

**Exchange of Information.** The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration.

**Expedited Procedures.** The Expedited Procedures of the Arbitration Rules shall apply in any dispute where no claim or counterclaim exceeds \$75,000, exclusive of interest and arbitration fees and costs.

**Award.** In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow applicable rules of evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitration award shall be in writing and shall include a written explanation of the basis for the award under the applicable contract terms, statutes and legal precedents. Any appeal of the arbitration award will be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

**Self-Help Remedies and Small Claims Court.** This agreement to arbitrate does not limit the right of Grantor or Lender, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to foreclose a mortgage with or without a court action, or to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of this party seeking such relief. The taking of any of the actions described in the preceding sentence by Grantor or Lender or the filing of a court action by Grantor or Lender shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This agreement to arbitrate does not limit Grantor's or Lender's right to file an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

**Transaction Involving Commerce.** Grantor and Lender specifically acknowledge and agree that this Mortgage evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. Grantor and Lender hereby acknowledge, agree and stipulate that: Lender is a multi-state banking organization engaged in interstate banking; Lender's deposits are federally insured; the funds used to fund loans such as this one are obtained, at least in part, through interstate commerce; and Lender regularly uses the services of businesses located in other states in making and administering loans and in conducting other transactions.

**Severability.** Except as provided in the following sentence, if any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. If the prohibition against joinder of claims and class actions, or any portion thereof, is held to be invalid or

**MORTGAGE  
(Continued)**

Loan No: 004327132000710425

Page 6

unenforceable, the agreement to arbitrate disputes shall also be invalid and unenforceable, but the waiver of jury trial shall continue to be enforceable.

**Survival of Arbitration Agreement.** This agreement to arbitrate disputes will survive the payment of the indebtedness and the termination of this Mortgage.

**Waiver of Right to Jury Trial.** WHETHER ANY CLAIM OR DISPUTE IS SUBMITTED TO ARBITRATION OR RESOLVED BY A COURT, GRANTOR AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

**NOTICE:** This agreement to arbitrate disputes limits or waives certain of Grantor's rights. With respect to Claims Grantor is agreeing to arbitrate pursuant to this Mortgage. Grantor is waiving Grantor's right to bring a court action, and Grantor is waiving the right to have a jury trial on all controversies, whether settled by arbitration or by a court. Grantor cannot represent a class of claimants in the arbitration proceeding. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights Grantor has in a court proceeding also may not be available in arbitration.

**PRIVATE FLOOD INSURANCE.** If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the full unpaid principal balance under the Note plus the amount of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

**AUTHORIZATION TO OTHER LIEN HOLDERS.** The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage.

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** With respect to interest (as defined by federal law) this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of laws provisions. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means MARK A FLEMMING and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated April 4, 2008, with credit limit of **\$200,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is April 4, 2028. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means MARK A FLEMMING.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment.



**MORTGAGE**  
(Continued)

Loan No: 004327132000710425

Page 7

when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**indebtedness.** The word "indebtedness" means all principal 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 Agreement, together with interest on such amounts as provided in this Agreement, 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.

**Lender.** The word "Lender" means Regions 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, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

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

GRANTOR:

X  MARK A FLEMING

WITNESSES:  
x Shirley Peacock

x equal

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF FL

COUNTY OF Wichita

3

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3

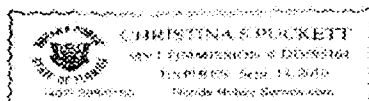
The foregoing instrument was acknowledged before me this 4th day of April, 2008 by MARK A FLEMMING, unmarried, who is personally known to me or who has produced identification and did / did not take an oath. Er DREW LLC as

(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

.....  
(Serial Number, if any)





**EXHIBIT "A"**

Lot 12, Lago Bonito Townhouses, a resubdivision of Lots 4, 5, and 6, Block 2, Santa Rosa Villas Subdivision, Santa Rosa Island, Escambia County, FL, according to plat recorded in Plat Book 8 at Page 79 of the public records of Escambia County, FL. (Property Identification # 170139000)

**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACCOUNT NO.: 99-0000-212  
PRRF NO.: 282S26-1160-000-012

RE: FLEMMING MARK A  
1663 BULEVAR MENOR  
PENSACOLA BEACH FL 32561

THIS NOTICE OF LIEN is hereby filed pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments (fire protection and island assessments) for fiscal year 2007-2008 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

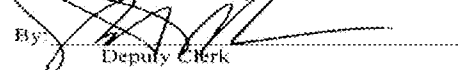
**LT 12 LAGO BONITO TOWNHOUSE  
PB 8 P 79 OR 1952 P 959  
SHEET 14**

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection \$201.38, and Island MSBU \$212.12 for the total amount of \$413.50 plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount ( \$413.50) assessed per annum, accrued from the delinquent date of April 1, 2008, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.



ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FL

By:   
Deputy Clerk

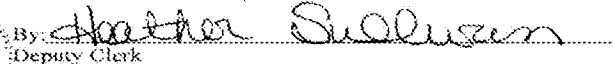
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of June, A.D., 2008.



ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

By:   
Deputy Clerk

**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-212  
PRRF NO. 282S26-1160-000-012

RE: FLEMMING MARK A  
1663 BULEVAR MENOR  
PENSACOLA BEACH FL  
32561

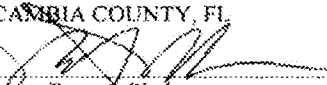
THIS NOTICE OF LIEN is hereby filed pursuant to Section 46.212 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments (fire protection and island assessments) for fiscal year 2008-2009 plus interest at 18 percent (18%) per year, calculated monthly, against a leasehold, more particularly described as:

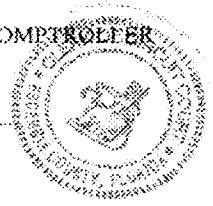
LT 12 LAGO BONITO TOWNHOUSE  
PB 8 P 79  
OR 1952 P 959  
SHEET 14

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection 99-0000-212, and Island MSBU 99-0000-212 for the total amount of \$413.50 plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount (\$413.50) assessed per annum, accrued from the delinquent date of April 1, 2009, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FL

By:   
Deputy Clerk

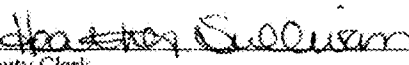


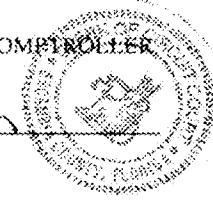
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of June, A.D., 2009.

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

By:   
Deputy Clerk



**NOTICE OF LIEN  
SANTA ROSA ISLAND MSBU**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACCOUNT NO. 99-0000-212  
PRRF NO. 282S26-1160-000-012

RE: FLEMMING MARK A  
1663 BULEVAR MENOR  
PENSACOLA BEACH FL 32561

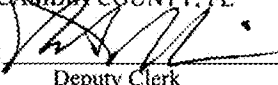
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PB 8 P 79 OR 1952 P 959  
SHEET 14**

vested in lessee pursuant to that certain document vesting title to the leasehold in the lessee filed in the public records of Escambia County. This claim of lien was included in the list of outstanding and uncollected annual assessments delivered to the Board of County Commissioners and shall remain and constitute a lien against the leasehold identified until satisfied by payment to the Clerk of the Circuit Court of the lien, as follows: Fire Protection \$212.12, and Island MSBU \$201.38 for the total amount of \$413.50 plus interest at the rate of 18 percent (18%) per year, calculated monthly (one and one-half percent per month) on the total amount ( \$413.50) assessed per annum, accrued from the delinquent date of April 1, 2010, until said assessment and penalties are paid. Evidence of discharge and satisfaction of this lien shall be recorded in the public records of Escambia County, Florida, by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the leasehold. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FL

By:   
Deputy Clerk

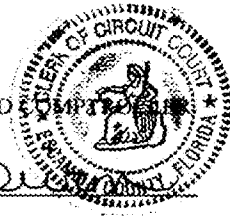
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

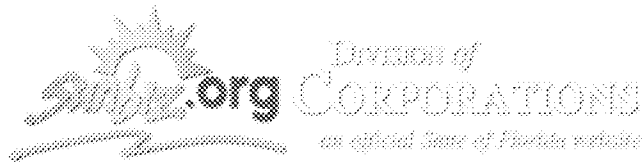
Before the undersigned deputy clerk, personally appeared Brenda Robinson, personally known to me and known to me to be the individual described by said name who executed the foregoing as Deputy Clerk to Ernie Lee Magaha, Clerk of the Circuit Court and Comptroller, and acknowledged before me that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of June, A.D., 2010.

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

By:   
Deputy Clerk





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## Detail by Entity Name

Florida Not For Profit Corporation

LAGO BONITO TOWNHOUSE ASSOCIATION, INC.

### Filing Information

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### Principal Address

1692 Via Deluna Drive  
PENSACOLA BEACH, FL 32561

Changed: 05/01/2017

### Mailing Address

434 SOUTH NAVY BLVD.  
P. O. BOX 4217  
PENSACOLA, FL 32507

### Registered Agent Name & Address

ROBERTS, DANIEL L.  
434 SOUTH NAVY BLVD.  
PENSACOLA, FL 32507

Name Changed: 07/21/1992

### Officer/Director Detail

#### **Name & Address**

Title PD

Dossey, William  
434 South Navy Blvd  
Pensacola, FL 32507

### Annual Reports

Report Year	Filed Date
2020	03/02/2020
2021	02/02/2021
2022	05/02/2022

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