

**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION

ARCHIVES AND RECORDS  
CHILD SUPPORT  
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**

CENTURY


CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

## IMAGING COVER PAGE

This cover page is not a part of the original documents but is  
necessary to avoid obscuring any information on  
the original documents

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Case: 2007 TD 005428  
  
00042270280  
Dkt: TD80 Pg#:

28

---

**Original Documents Follow**



**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS  
CHILD SUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
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**OFFICE OF THE**  
**CLERK OF THE CIRCUIT COURT**

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COUNTY TREASURY  
AUDITOR

5/20/2009

ELLA III LLC  
P O BOX 100736  
ALTANTA GA 30384-0736

Dear Certificate Holder:

Our records indicate that you made application for a tax deed to be issued on the following property represented by the numbered certificate below. This property was redeemed prior to our scheduled sale date. Your application fees are now refundable in the amount shown below.

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Appl. Fees</u>	<u>Interest</u>	<u>Total</u>
05428/2007	11-0913-426	12/07/09	330.00	4.95	334.95

Very truly yours,  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By:   
Mylinda Johnson, Tax Deeds Division

Enclosure



**ERNIE LEE MAGAHA**  
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS  
CHILD SUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
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**COUNTY OF ESCAMBIA**  
**OFFICE OF THE**  
**CLERK OF THE CIRCUIT COURT**

BRANCH OFFICES  
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CENTURY

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

5/20/2009

DON PAEDAE  
3216 WINDMILL CIRCLE  
CANTONMENT FL 32533

Dear Owner:

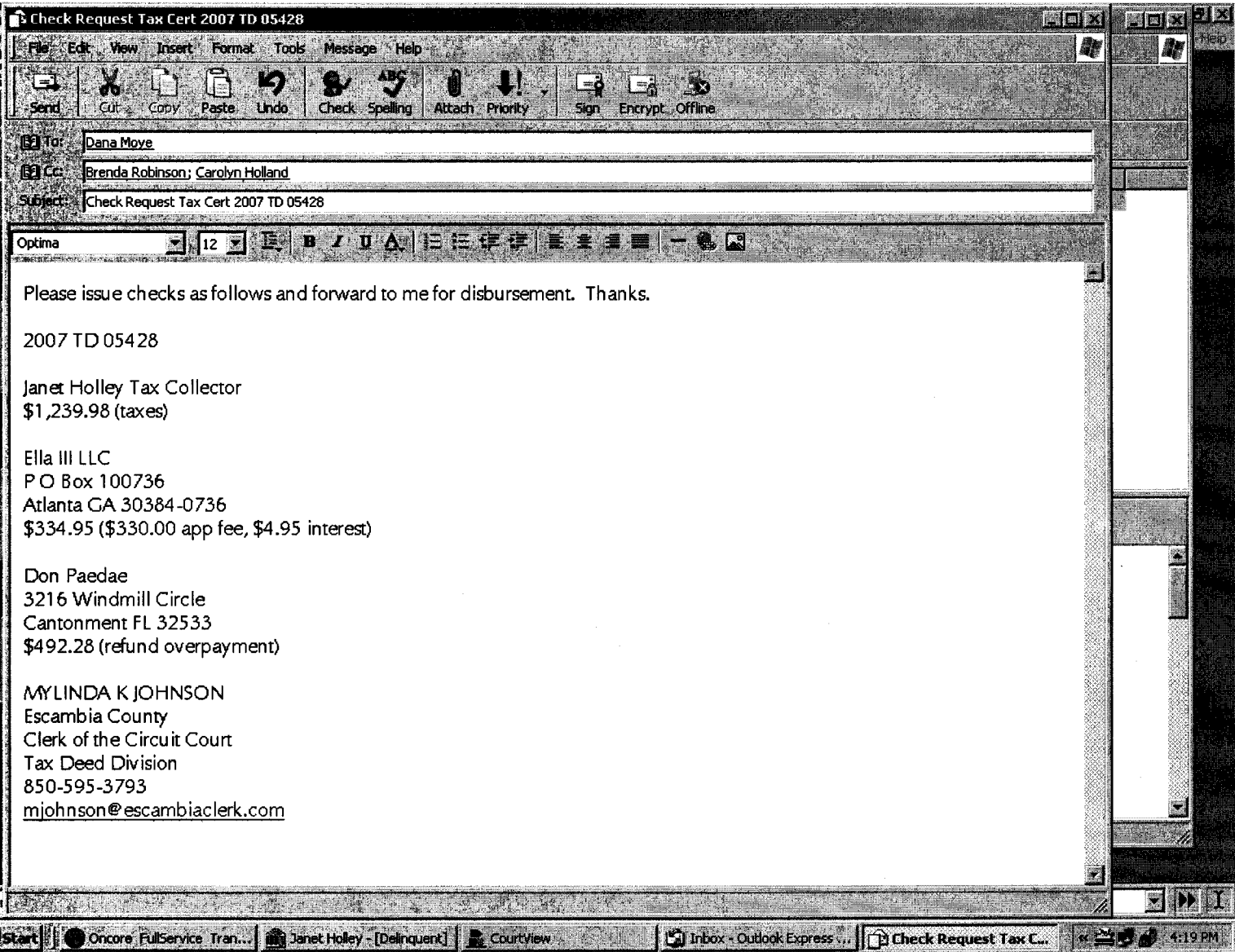
The records of this office show a refund due to you on the following Tax Deed Certificate. This amount represents an overpayment of interest/application fees. Our system automatically calculates interest through the sale date and you redeemed in the month prior on 5/13/2009 which generates a refund.

<u>Tax Cert. #</u>	<u>Account #</u>	<u>Sale</u>	<u>Refund</u>
05428/2007	11-0913-426	12/07/200	492.28

Very truly yours,  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court

By:   
Mylinda Johnson, Tax Deeds Division

Enclosure



Check Request Tax Cert 2007 TD 05428

File Edit View Insert Format Tools Message Help

Send Cut Copy Paste Undo Check Spelling Attach Priority Sign Encrypt Offline

To: Dena Moya  
Cc: Brenda Robinson; Carolyn Holland  
Subject: Check Request Tax Cert 2007 TD 05428

Optima 12 B I U A

Please issue checks as follows and forward to me for disbursement. Thanks.

2007 TD 05428

Janet Holley Tax Collector  
\$1,239.98 (taxes)

Ella III LLC  
P O Box 100736  
Atlanta GA 30384-0736  
\$334.95 (\$330.00 app fee, \$4.95 interest)

Don Paedae  
3216 Windmill Circle  
Cantonment FL 32533  
\$492.28 (refund overpayment)

MYLINDA K JOHNSON  
Escambia County  
Clerk of the Circuit Court  
Tax Deed Division  
850-595-3793  
[mjohnson@escambiaclerk.com](mailto:mjohnson@escambiaclerk.com)

Pri Start Oncore FullService Tran... Janet Holley - [Delinquent] CourtView Inbox - Outlook Express... Check Request Tax C... 4:19 PM



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

**Tax Deed - Redemption Calculator**  
**Account: 110913426 Certificate Number: 005428 of 2007**

Redemption  Yes   
 Application Date    
 Interest Rate

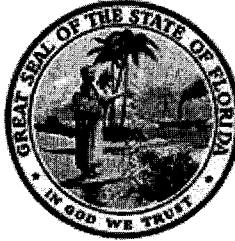
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="12/07/2009"/>	Redemption Date <input type="text" value="05/13/2009"/>
Months	8	1
Tax Collector	<input type="text" value="\$1,215.50"/>	<input type="text" value="\$1,215.50"/>
Tax Collector Interest	\$145.86	\$18.23
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$1,367.61	<input type="text" value="\$1,239.98"/> TC
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$210.00"/>
App. Fee Interest	\$39.60	\$4.95
Total Clerk	\$369.60	<input type="text" value="\$334.95"/> CH
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	\$1,797.21	\$1,574.93
	Repayment Overpayment Refund Amount	\$222.28 + 270.55 ref.

ACTUAL SHERIFF \$40.00 / COM REC FEE \$

Notes

*492.28*

**ERNIE LEE MAGAHA**  
 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



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

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

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

**ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 110913426 Certificate Number: 005428 of 2007**

**Payor: DON PAEDAE 3216 WINDMILL CIRCLE CANTONMENT FL 32533 Date 05/13/2009**

Clerk's Check #	19104093	Clerk's Total	\$369.60
Tax Collector Check #	1	Tax Collector's Total	\$1,367.61
		Postage	\$60.00
		Researcher Copies	\$0.00
		Total Received	\$1,797.21

**ERNIE LEE MAGAHA**  
 Clerk of the Circuit Court

Received By: \_\_\_\_\_  
 Deputy Clerk

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

**Ernie Lee Magaha,  
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type **Case** Outstanding Amount **1,244.62**  
Receipt Number **1014958** Receipt Date **05/13/2009**

Case Number **2007 TD 005428**  
Description **ELLA III LLC VS**

Action **TAX DEED APPLICATION**

Judge

Received From **DON PAEDAE**

On Behalf Of **ELLA III LLC**

Total Received	<b>552.59</b>
Net Received	<b>552.59</b>
Change	<b>0.00</b>

Receipt Payments	Amount	Reference	Description
Check	552.59	19404874	

Receipt Applications	Amount
Holding	552.59

Deputy Clerk:           mkj                           Transaction Date    05/13/2009  15:31:10

Comments

**Ernie Lee Magaha,  
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type **Case** Outstanding Amount **552.59**  
Receipt Number **1014959** Receipt Date **05/13/2009**

Case Number **2007 TD 005428**  
Description **ELLA III LLC VS**

Action **TAX DEED APPLICATION**

Judge

Received From **DON PAEDAE**

On Behalf Of **ELLA III LLC**

Total Received	<b>692.03</b>
Net Received	<b>692.03</b>
Change	<b>0.00</b>

Receipt Payments	Amount	Reference	Description
Check	692.03	19104093	

Receipt Applications	Amount
Holding	692.03

Deputy Clerk:           mkj                           Transaction Date    05/13/2009  15:31:33

Comments



**Ernie Lee Magaha,  
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type **Case** Outstanding Amount **0.00**  
Receipt Number **1014960** Receipt Date **05/13/2009**

Case Number **2007 TD 005428**  
Description **ELLA III LLC VS**

Action **TAX DEED APPLICATION**

Judge

Received From **DON PAEDAE**

On Behalf Of **ELLA III LLC**

Total Received	<b>552.59</b>
Net Received	<b>552.59</b>
Change	<b>0.00</b>

Receipt Payments	Amount	Reference	Description
Check	552.59	19404873	

Receipt Applications	Amount
Holding	552.59

Deputy Clerk: **mkj** Transaction Date **05/13/2009 15:32:02**

Comments

**Ernie Lee Magaha,  
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type **Case** Outstanding Amount **0.00**  
Receipt Number **1014951** Receipt Date **05/13/2009**

Case Number **2007 TD 005428**  
Description **ELLA III LLC VS**

Action **TAX DEED APPLICATION**

Judge

Received From **ELLA III LLC**

On Behalf Of **ELLA III LLC**

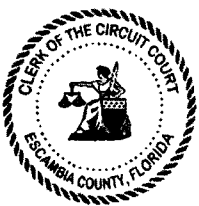
Total Received	<b>330.00</b>
Net Received	<b>330.00</b>
Change	<b>0.00</b>

Receipt Payments	Amount	Reference	Description
Cash	330.00	733663	

Receipt Applications	Amount
Holding	270.00
Service Charge	60.00

Deputy Clerk: **mkj** Transaction Date **05/13/2009 15:25:47**

Comments **ONCORE TRAN 733663**



**Print Date:**  
5/13/2009 3:27:03 PM

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, FL  
P.O. Box 333  
Pensacola, FL 32591  
850-595-3930


Transaction #: 734824  
Receipt #: 200916798  
Cashier Date: 5/13/2009 3:27:04 PM (MKJ)

Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	Date Received: 05/13/2009 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$330.00 Total Payments \$330.00

1 Payments		
 CLERK		\$330.00

0 Recorded Items		
------------------	--	--

0 Search Items		
----------------	--	--

1 Miscellaneous Items		
 (MISC FEE) MISCELLANEOUS FEES 2007 TD 05428 DEC TAX DEED CASE		
TAXCR	330	\$330.00



# Chris Jones

## Escambia County Property Appraiser

Chris Jones, ECPA

RECORD SEARCH

MAPS

GENERAL INFORMATION

GOVERNMENT AGENCIES

TANGIBLE PROPERTY

CAREERS



**Navigate Mode**

**Account**

**Reference**



[Printer Friendly Version](#)

**General Information**

**Reference:** 231N302201042003  
**Account:** 110913426  
**Owners:** PAEDAE SHAUNA A  
**Mail:** 3216 WINDMILL CIR  
 CANTONMENT, FL 32533  
**Situs:** 805 SHADOW RIDGE DR  
**Use Code:** VACANT RESIDENTIAL   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley,  
Escambia County Tax Collector

**2008 Certified Roll Assessment**

**Improvements:** \$0  
**Land:** \$10,688  


---

**Total:** \$10,688  
**Save Our Homes:** \$0

[Disclaimer](#)

**Amendment 1 Calculations**

**Sales Data**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/2007	6117	1944	\$100	WD	<a href="#">View Instr</a>
05/2003	5146	1401	\$24,300	WD	<a href="#">View Instr</a>
01/2001	4647	0678	\$100	WD	<a href="#">View Instr</a>
12/1998	4349	1379	\$7,500	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Ernie Lee Magaha,  
Escambia County Clerk of the Court

**2008 Certified Roll Exemptions**

None

**Legal Description**

LT 42 BLK C BOULDER CREEK  
FIRST ADDN PB 14 P 6 OR 6117 P  
1944

**Extra Features**

None

**Parcel Information**

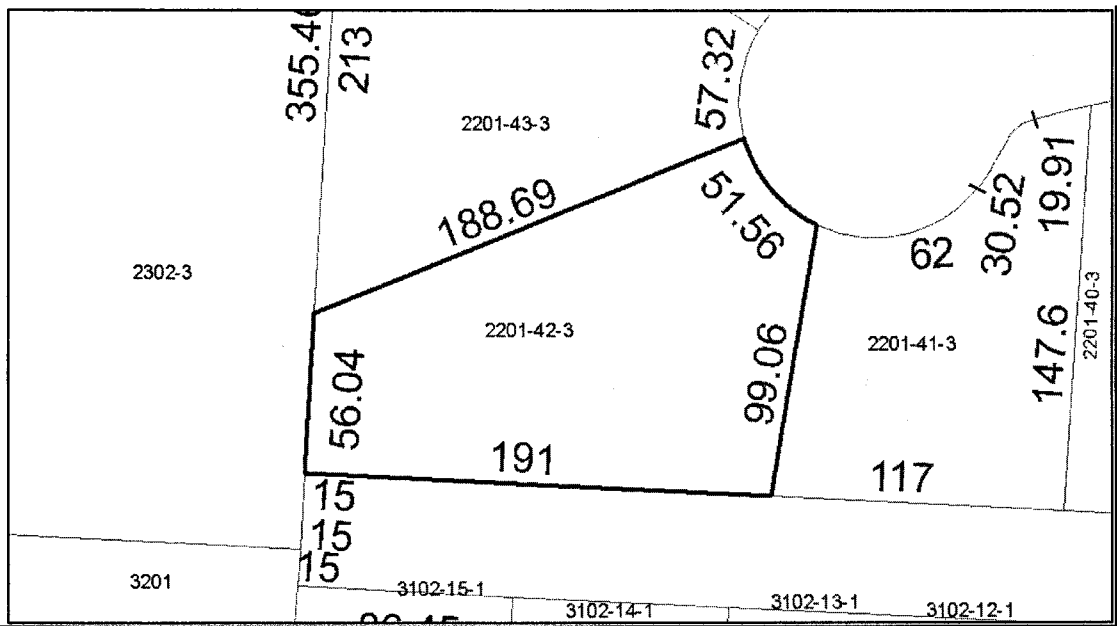
[View Online Map](#)

**Section**  
**Map Id:**  
 23-1N-30-1

**Approx.**

**Acreage:**  
0.4600

**County Zoned:**  
V-1



**Buildings**

**Images**

None

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.

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**ELLA III, LLC ELLA III, LLC  
PO BOX 100736  
ATLANTA, Georgia, 30384-0736**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
5428	11-0913-426	06/01/2007	23-1N3-022 LT 42 BLK C BOULDER CREEK FIRST ADDN PB 14 P 6 OR 5146 P 1401

**2008 TAX ROLL**

PAEDAE SHAUNA A  
3216 WINDMILL CIR  
CANTONMENT FL, Florida 32533

SUBJECT TO 2009 TAXES

Special Assessments appear on this property \_\_\_Yes \_\_\_No?

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

GulfGroup2007 (ani goldenberg)  
Applicant's Signature

04/27/2009  
Date

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Apr 27, 2009 / 1553**

This is to certify that the holder listed below of Tax Sale Certificate Number **2007 / 5428**, issued the **1st day of June, 2007**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 11-0913-426**

**Certificate Holder:**  
ELLA III, LLC ELLA III, LLC  
PO BOX 100736  
ATLANTA, GEORGIA 30384-0736

**Property Owner:**  
PAEDAE SHAUNA A  
3216 WINDMILL CIR  
CANTONMENT FL, FLORIDA 32533

**Legal Description:** 23-1N3-022  
LT 42 BLK C BOULDER CREEK FIRST ADDN PB 14 P 6 OR 5146 P 1401

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2007	5428	06/01/07	\$498.94	\$0.00	\$45.43	\$544.37

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2008	6406	05/30/08	\$203.89	\$6.25	\$36.70	\$246.84

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2008)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. \_\_\_\_\_
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....( %)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$791.21
\$0.00
\$224.29
\$125.00
\$75.00
\$1,215.50
\$1,215.50
\$1,215.50
\$6.25
\$1,221.75

\*Done this 4 day of May, 2009

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Beth Jones

Date of Sale: Dec. 7, 2009

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

# Southern Guaranty Title Company

4400 Bayou Blvd., Suite 13B

Pensacola, Florida 32503

Telephone: (850) 478-8121

Facsimile: (850) 476-1437

## OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 7346

June 9, 2009

Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32569  
ATTN: Glenda Mahuron

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 06-09-89, through 06-09-09, and said search reveals the following:

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

Shauna A. Paedae

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

BY:   
Richard S. Combs

June 9, 2009



**OWNERSHIP AND ENCUMBERANCE REPORT  
LEGAL DESCRIPTION**

File No.: 7346

June 9, 2009

Lot 42, Block C, Boulder Creek, First Addition, according to the plat thereof recorded in Plat Book 14, Page 6, Public Records of Escambia County, Florida.

## OWNERSHIP AND ENCUMBERANCE REPORT

### CONTINUATION PAGE

File No.: 7346

June 9 , 2009

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

1. That certain mortgage executed by Don C. Paedae in favor of Peoples First Community Bank dated May 20, 2003 and recorded May 27, 2003 in Official Records Book 5146, page 1402 of the public records of Escambia County, Florida, in the original amount of \$116,250.00.
2. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 6245, page 409.
3. 2007 certificate delinquent. The assessed value is \$10,688.00. Tax ID 11-0913-426.

PLEASE NOTE THE FOLLOWING:

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

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

## CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 12-07-09

TAX ACCOUNT NO.: 11-0913-426

CERTIFICATE NO.: 2007-5428

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

YES NO

     Notify City of Pensacola, P.O. Box 12910, 32596

    Notify Escambia County, 190 Governmental Center, 32501

     Homestead for     tax year.


Shauna A. Paedae  
3216 Windmill Circle  
Cantonment, FL 32533

Peoples First Community Bank  
1022 W. 23rd St.  
Panama City, FL 32412

Code Enforcement  
6708 Plantation Rd.  
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,  
this 18th day of June, 2009.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

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

This instrument prepared by:

Name: Don C. Paedae

Address: 3216 Windmill Circle,  
Cantonment, FL 32533

Return to: Shauna A. Paedae

Address: 3216 Windmill Circle  
Cantonment, FL 32533

Property Appraisers Parcel Identification Number(s): 21-1N-30-  
2201-042-003

**THIS WARRANTY DEED** Made the 3rd day of April, 2007 by Don C. Paedae a married man as to his separate non-homestead property whose post office address is , 3216 Windmill Circle, Cantonment, FL 32533, hereinafter called the grantor, to Shauna A. Paedae whose post office address is 3216 Windmill Circle, Cantonment, FL 32533 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz:

Lot 42, Block C, Boulder Creek<sup>08</sup> First Addition, according to plat thereof recorded in Plat Book 14, page 6 of the public records of Escambia County, Florida.

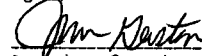
**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

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

And the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2006. FURTHER SUBJECT TO restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

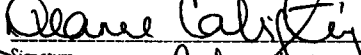
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_

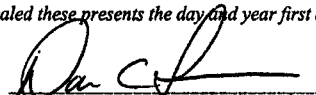
Signature  
Jan C. Gaston

Printed Signature

  
\_\_\_\_\_


Signature  
Deane Caligley

Printed Signature

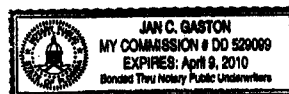
  
\_\_\_\_\_  
Don C. Paedae

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of April, 2007 by Don C. Paedae, who is personally known to me and who did not take an oath.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

[seal]



6.00  
170.10

OR BK 5146 PG1401  
Escambia County, Florida  
INSTRUMENT 2003-100915

RECEIVED BY ERNIE LEE MABAMA  
05/27/03 01:50 PM

RCD May 27, 2003 01:50 pm  
Escambia County, Florida

ERNIE LEE MABAMA  
Clerk of the Circuit Court  
INSTRUMENT 2003-100915

Prepared by and return to:  
Cynthia E. Ellis

David A. Sapp, PA  
4457 Bayou Boulevard  
Pensacola, FL 32503

File Number: 03-05-39-CEE  
Will Call No.: 610300879

[Space Above This Line For Recording Data]

### Warranty Deed

This Warranty Deed made this 20th day of May, 2003 between Kimberly Developers Inc., a Florida corporation whose post office address is 3216 Windmill Circle, Cantonment, FL 32533, grantor, and Don C. Paedae, a married man whose post office address is 3216 Windmill Circle, Cantonment, FL 32533, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

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

Lot 42, Block C, Boulder Creek First Addition, according to the Plat thereof, recorded in Plat Book 14, Page 6, of the Public Records of Escambia County, Florida.

Parcel Identification Number: 23-1N-30-2201-042-003

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kimberly Developers, Inc., a Florida corporation

Sandra G. Salter  
Witness: SANDRA G. SALTER

by Don C. Paedae  
Don C. Paedae, President

Cynthia E. Ellis  
Witness: CYNTHIA E. ELLIS

The foregoing instrument was acknowledged before me this 20th day of May, 2003 by Don C. Paedae, President of Kimberly Developers, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Cynthia Estrada Ellis  
Notary Public State of Florida

CYNTHIA ESTRADA ELLIS  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION #CC911448  
EXPIRES MARCH 7, 2004

Return to: Construction Loan Department  
Name: Peoples First Community Bank  
Address: 940 Creighton Road  
Pensacola FL 32504

OR BK 5146 P81402  
Escambia County, Florida  
INSTRUMENT 2003-100916

NTS REC STAMPS TO & ENC TO \$ 407.05  
05/27/03 ERIC LEE JENNA, CLERK

INSTRUMENT TO & ENC TO \$ 232.50  
05/27/03 ERIC LEE JENNA, CLERK

This Instrument Prepared by: Cindie Evans

Address: 1022 W. 23rd Street  
Panama City, FL 32412



19.50  
407.05  
232.50

THIS MORTGAGE, executed this 20th day of May, 2003, at Pensacola by Don C. Paedae, a married man, as his separate

and non homestead property hereinafter called the Mortgagor, which term as used herein in every instance shall include the Mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, including all subsequent grantees, either voluntary by act of the parties or involuntary by operation of law, and shall denote the singular and/or plural, and the masculine and/or feminine, and natural and/or artificial persons whenever and wherever the context so requires or admits, to People's First Community Bank, hereinafter called the Mortgagee, which term as used herein in every instance shall include the Mortgagee's successors, legal representatives and assigns, including all subsequent assignees, either voluntary by act of the parties or involuntary by operation of law.

**WITNESSETH:**

THAT for divers good and valuable considerations, and also to secure the payment of the aggregate sum of money named in the promissory note of even date herewith, hereinafter mentioned, together with interest thereon, and all other sums of money secured hereby as hereinafter provided, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, in fee simple:

(A) the following land:

Lots 42, Block C, Boulder Creek First Addition, according to the plat thereof recorded in Plat Book 14, Page 6, of the public records of Escambia County, Florida.

(B) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the said property, and all furniture, furnishings, fixtures, machinery, equipment, inventory and materials on site, and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing, and all of the right of title and interest of the Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the Mortgagor or on its behalf.

Together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging, or in any wise appertaining, and the rents, issues, and profits thereof, and also all the estate, right, title, interest and all claims and demands whatsoever, as well in law as in equity, of said Mortgagor in and to the same, and every part and parcel thereof, and also specifically but not by way of limitation all gas and electric fixtures, radiators, heaters, water pumps, air conditioning equipment, machinery, boilers, ranges, elevators and motors, bath tubs, sinks, water closets, water basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plants and ice boxes, window screens, screen doors, venetian blinds, comices, storm shutters and awnings, which are now or may hereafter pertain to or be used with, in or on said premises, even though they be detached or detachable, are and shall be deemed to be fixtures and accessories to the freehold and a part of the realty.

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, unto the said Mortgagee.

The said Mortgagor hereby covenants with the said Mortgagee that the said Mortgagor is indefeasibly seized with the absolute and fee simple title to said property, and has full power and lawful authority to sell, convey, transfer and mortgage the same, that it shall be lawful at any time hereafter for the Mortgagee to peaceably and quietly enter upon, have, hold and enjoy said property, and every part thereof, that said property is free and discharged from all liens, encumbrances and claims of any kind, including taxes and assessments, except those that may be set out above or hereinafter; that the Mortgagor will make at Mortgagor's expense and at no expense to Mortgagee such other and further assurances to perfect the fee simple title to said land, fixtures and personal property in the Mortgagee as may hereafter be required; and that the Mortgagor hereby fully warrants unto the Mortgagee the title to said property and will defend the same against the lawful claims and demands of all persons whomsoever.

NOW, THEREFORE, the conditions of this mortgage are such that if the Mortgagor shall well and truly pay unto the Mortgagee the indebtedness evidenced by that certain promissory note of even date herewith, made by the Mortgagor and payable to the Mortgagee in the principal sum of

One Hundred Sixteen Thousand Two Hundred Fifty and no/10000

(\$ 116,250.00 ) the final payment of which is due on Intentionally Left Blank

together with any note or notes hereafter executed by the Mortgagor hereinby and in accordance with paragraph sixteen of this mortgage as hereinafter set forth and secured by the lien of this mortgage, together with interest as therein stated, and shall perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants contained and set forth in this mortgage and in the promissory note secured hereby, then this mortgage and the estate hereby created shall cease and be null and void

AND, the Mortgagor does hereby covenant and agree

1. To perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants contained and set forth in said promissory note or notes, this mortgage and, if applicable, the loan agreement between the Mortgagee and Mortgagor.

2. To pay the indebtedness secured by this instrument and according to the true tenor and effect of the promissory note hereinabove mentioned or of any renewal thereof, promptly on the day or days the same severally become due.

3. To pay, before becoming delinquent, all obligations, encumbrances, taxes, assessments, paving, sidewalk, sanitary and other assessments, levies or liens, now or hereafter levied or imposed upon or against the mortgaged property, and to exhibit to

the Mortgagee before such taxes, assessments, liens and encumbrances become delinquent the official receipts for payment thereof, and if the same or any part thereof be not paid before becoming delinquent the Mortgagee may at any time pay the same with accrued interest and charges, if any, without waiving or affecting Mortgagee's option to foreclose this mortgage, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate authorized by law and all such payments with interest shall be secured by the lien hereof.

4. This mortgage is personal to the Mortgagor herein, and no conveyance shall be made by Mortgagor of the premises herein described or any part thereof without first obtaining the prior written consent of the Mortgagee. In the event Mortgagee gives this written consent, the grantee named in such conveyance shall assume and agree to pay the obligation evidenced by the promissory note secured hereby. Any conveyance of the property herein described or any part thereof in violation of the terms of this paragraph shall entitle Mortgagee to accelerate the payment of the obligation secured hereby and all sums of money secured hereby shall, at the option of Mortgagee, become due and payable and in default whether or not the same are so due and payable and in default by the specific terms hereof. Nothing herein contained shall be construed to constitute a novation or release Mortgagor or any subsequent owner of liability or obligation under the promissory note secured hereby or this mortgage by reason of the aforesaid assumption of the obligation under the note secured hereby, by a subsequent owner of the property described herein.

5. That in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time during such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of all and singular the mortgaged property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases; and said appointment shall be made by the court as a matter of strict right to the Mortgagee, and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor or any other party defendant to such suit. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and as a matter of absolute right to the Mortgagee and that the same may be done without notice to the Mortgagor.

6. That if any proceedings should be instituted against the property covered by this mortgage upon any other lien or claim whether superior or junior to the lien of this mortgage, the Mortgagee may at its option immediately upon institution of such suit or during the pendency thereof declare this mortgage and the indebtedness secured hereby due and payable forthwith and may at its option proceed to foreclose this mortgage.

7. To pay all and singular the costs, fees, charges and expenses of every kind, including the cost of an abstract of title to said lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including, whether the Mortgagee is obligated to pay same or not, reasonable attorney's fees incurred or expended at any time by the Mortgagee because of the failure of the Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, or this mortgage, in the foreclosure of this mortgage and in collecting the amount secured hereby with or without legal proceedings, and to reimburse the Mortgagee for every payment made or incurred for any such purpose with interest from date of every such payment at the highest rate authorized by law; such payments and obligations, with interest thereon as aforesaid, shall be secured by the lien hereof.

8. To keep the building or buildings now or hereafter on said land insured against loss or damage by fire, extended coverage and other perils, including war risk insurance if available, in a sum not less than their full insurable value at the cost and expense of the Mortgagor in a company or companies approved by the Mortgagee, the policy or policies to be held by the Mortgagee, and such policy or policies of insurance shall have affixed thereto a Standard New York Mortgage Clause, making all loss or losses under such policy or policies payable to the Mortgagee as its interests may appear, and to deliver said policy or policies to the Mortgagee when issued with the receipts for the payment of the premium therefor; and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it, or any part thereof, for other purposes, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage; and the Mortgagee if it deems necessary may place and pay for such insurance, or any part thereof, without losing, waiving or affecting Mortgagee's option to foreclose for breach of this covenant, or any part thereof, or any right or option under this mortgage, and every such payment shall bear interest from date thereof until paid at the highest rate authorized by law, and all such payments with interest as aforesaid shall be secured by the lien hereof. In the event any loss or damage is suffered Mortgagor shall notify Mortgagee of such loss or damage within forty-eight (48) hours after the happening thereof; the failure to give such notice shall constitute a default and the Mortgagee shall have the rights herein given for all defaults.

9. To permit, commit or suffer no waste and to maintain the improvements at all times in a state of good repair and condition; and to do or permit to be done to said premises nothing that will alter or change the use and character of said property or in any way impair or weaken the security of said mortgage. In case of the refusal, neglect or inability of the Mortgagor to repair and maintain said property, the Mortgagee may, at its option, make such repairs or cause the same to be made and advance monies in that behalf which sums shall be secured by the lien hereof and bear interest at the highest rate authorized by law.

10. To deliver the abstract or abstracts of title covering the mortgaged property to Mortgagee or its designated agent, which shall at all times, during the life of this mortgage, remain in the possession of the Mortgagee and in event of the foreclosure of this mortgage or other transfer of title, all right, title and interest of the Mortgagor in and to any such abstract or abstracts of title shall pass to the purchaser or grantee.

11. That no waiver of any covenant herein or in the obligation secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the note secured hereby, or future waiver of the same covenant.

12. That in order to accelerate the maturity of the indebtedness hereby secured because of the failure of the Mortgagor to pay any tax assessment, liability, obligation or encumbrance upon said property as herein provided, it shall not be necessary nor requisite that the Mortgagee shall first pay the same.

13. That if the Mortgagor shall fail, neglect or refuse for a period of thirty (30) days fully and promptly to pay the amounts required to be paid by the note hereby secured or the interest therein specified or any of the sums of money herein referred to or hereby secured, or otherwise duly, fully and promptly to perform, execute, comply with and abide by each, every or any of the covenants, conditions or stipulations of this mortgage, the promissory note hereby secured and/or the construction loan agreement, if any, then, and in either or in any of such events, without notice or demand, the said aggregate sum mentioned in said promissory note, less previous payments, if any, and any and all sums mentioned herein or secured hereby shall become due and payable forthwith or thereafter at the continuing option of the Mortgagee as fully and completely as if said aggregate sums were originally stipulated to be paid at such time, anything in said promissory note or herein to the contrary notwithstanding, and the Mortgagee shall be entitled thereupon or thereafter without notice or demand to institute suit at law or in equity to enforce the rights of the Mortgagee hereunder or under said promissory note. In the event of any default or breach on the part of the Mortgagor hereunder or under said promissory note, the Mortgagee shall have the continuing option to enforce payment of all sums secured hereby by action at law or by suit in equity to foreclose this mortgage, either or both, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of the Mortgagee's right to institute or maintain the other, provided said Mortgagee shall have only one payment and satisfaction of said indebtedness.

14. That in the event that Mortgagor shall (1) consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of Mortgagor's assets, or (2) be adjudicated as bankrupt or insolvent, or file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, or (3) make a general assignment for the benefit of creditors, or (4) file a petition or answer seeking reorganization or arrangement with creditors, or to take advantage of any insolvency law, or (5) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding; or (6) action shall be taken by the Mortgagor for other purpose of effecting any of the foregoing or (7) any order, judgment or decree shall be entered upon an application of a creditor or Mortgagor by a court of competent jurisdiction approving a petition seeking appointment of a receiver or trustee of all or a substantial part of the Mortgagor's assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days, the Mortgagee may declare the note hereby secured forthwith due and payable, whereupon the principal of and the interest accrued on the note and all other sums hereby secured shall become forthwith due and payable, as if all of the said sums of money were originally stipulated to be paid on such day; and thereupon the Mortgagee without notice or demand may prosecute a suit at law and/or in equity as if all monies secured hereby had matured prior to its institution.

15. That the Mortgagee or any person authorized by the Mortgagee shall have the right to enter upon and inspect the mortgaged premises at all reasonable times.

16. That any sum of or sums which may be loaned or advanced by the Mortgagee to the Mortgagor at any time within twenty (20) years from the date of this indenture, together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this mortgage; provided, that the aggregate amount of principal outstanding at any time shall not exceed (\$ \_\_\_\_\_), or if the preceding blank is not completed, then an amount equal to one hundred and fifty per cent (150%) of the principal amount originally secured hereby shall apply.

17. That, if required by Mortgagee, the said Mortgagor will pay unto the Mortgagee, on the first day of each and every consecutive month, a sum equal to one-twelfth of the annual amount necessary to pay all taxes and assessments against the said mortgaged premises, said monthly sum to be estimated solely by Mortgagee and calculated to be an amount not less than the amount of taxes assessed against said mortgaged premises for the previous year, and if further required by Mortgagee to pay all insurance premiums in manner and form as provided herein for the payment of taxes and assessments.

18. That if this mortgage is in connection with construction loan financing, then this mortgage is subject to the Construction Loan Agreement dated May 20, 2003 between the Mortgagor and the Mortgagee, an executed copy of which is in the possession of the Mortgagee and is incorporated herein by reference and made a part hereof; any default by Mortgagor under said agreement shall constitute an event of default under this mortgage.

19. That the Mortgagor will on the request of the Mortgagee furnish a written statement of the amount owing on the obligation which this mortgage secures and therein state whether or not Mortgagor claims any defenses or offsets thereto.

20. That Mortgagor will not permit any other liens to be filed against the said premises and if any such liens are filed, whether paramount or subordinate to this mortgage, Mortgagor will have or cause to be had said liens discharged immediately.

21. Mortgagee shall have the right to charge Mortgagor's account with Mortgagee for the interest and principal payable as provided in the promissory note as such becomes due in accordance therewith.

22. If the Mortgagee requests, Mortgagor hereby covenants and agrees that Mortgagor will furnish the Mortgagee annually from the date of this mortgage instrument, unless some other date is agreed to between the parties in writing, a certified audited financial statement of the Mortgagor and annual complete operating statements of Mortgagor, if the Mortgagor's fiscal or calendar year shall not coincide with the date herein specified, then the date which the Mortgagee shall specify shall be controlling. Mortgagor shall supply Mortgagee with such other financial statements as Mortgagee may from time to time request.

23. It is agreed that nothing herein contained nor any transaction related thereto shall be construed or so operate as to require the Mortgagor to pay interest at a rate greater than it is now lawful in such case to contract for, or to make any payment or to do any act contrary to law; that if any clauses or provisions herein contained operate or would prospectively operate to invalidate this Mortgage or said Note in whole or in part, then, such clauses and provisions only shall be held for naught, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect.

24. If all or any part of the mortgaged property shall be damaged or taken through condemnation (which term when used in this mortgage shall include any damage or taking by any governmental authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall be entitled to all compensation awards, and other payments or relief therefor and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Mortgagee, who, after deducting therefrom all its expenses, including attorney's fees, may release any moneys so received by it without affecting the lien of this mortgage or may apply the same in such manner as the Mortgagee shall determine, to the reduction of the sums secured hereby, and to any prepayment charge herein provided, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Mortgagee may require.


25. This mortgage shall be construed as a security agreement under the Florida Uniform Commercial Code.

26. Other provisions:

"This Mortgage also secures all other debts of Mortgagor to Mortgagee, including those guaranteed by Mortgagor, now existing or hereafter made, provided, however, that if the property herein encumbered is, or becomes, the primary residence of Mortgagor, that this security shall only apply to those debts which specifically reference this Mortgage."



IN WITNESS WHEREOF, the said Mortgagor, hereunto sets his hand and seal this the day and year first above written.

  
\_\_\_\_\_  
(SEAL)  
NAME: Don C. Paedae  
ADDRESS: 3214 Windmill Circle  
Cantonment, FL 32523

\_\_\_\_\_  
(SEAL)  
NAME:  
ADDRESS:

\_\_\_\_\_  
(SEAL)  
NAME:  
ADDRESS:

\_\_\_\_\_  
(SEAL)  
NAME:  
ADDRESS:

\_\_\_\_\_  
(SEAL)  
NAME:  
ADDRESS:

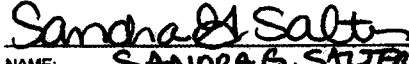
\_\_\_\_\_  
(SEAL)  
NAME:  
ADDRESS:

Signed, sealed and delivered in the presence of

Signed, sealed and delivered in the presence of

  
\_\_\_\_\_  
NAME: CYNTHIA ESTRADA ELLIS

\_\_\_\_\_  
NAME: RCD May 27, 2003 01:50 pm  
Escambia County, Florida

  
\_\_\_\_\_  
NAME: SANDRA G. SUTER

\_\_\_\_\_  
NAME: ERNIE LEE MAGANA  
Clerk of the Circuit Court  
INSTRUMENT 2003-100916

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
NAME:

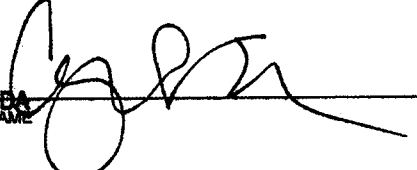
STATE OF Florida  
COUNTY OF Escambia

I HEREBY CERTIFY that on this 20th day of May 2003, A.D.

before me personally appeared Don C. Paedae to me known and known to me to be the person described in and who executed the foregoing instrument to PEOPLES FIRST Community Bank, and severally acknowledged the execution thereof to be free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year last aforesaid.

CYNTHIA ESTRADA ELLIS  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION #CC911448  
EXPIRES MARCH 7, 2004  
OR TYPE OF



My Commission expires:

PERSONALLY KNOWN  
IDENTIFICATION PRODUCED  
 DID  DID NOT TAKE AN OATH

Notary Public, State of FLORIDA at Large

STATE OF  
COUNTY OF

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

before me personally appeared \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument to PEOPLES FIRST Community Bank, and severally acknowledged the execution thereof to be free act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year last aforesaid.

My Commission expires:

PERSONALLY KNOWN OR TYPE OF  
IDENTIFICATION PRODUCED  
 DID  DID NOT TAKE AN OATH

Notary Public, State of \_\_\_\_\_ at Large

Recorded in Public Records 11/08/2007 at 09:39 AM OR Book 6245 Page 396,  
Instrument #2007106009, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 07-08-0964  
Location: Tiffany Drive  
PR# 231N30-3300-090-005

Shaunna Paedae  
3216 Mindmill Circle  
Pensacola, FL 32533

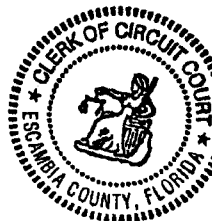
**ORDER**

This CAUSE having come before the Office of Environmental  
Enforcement Special Magistrate on the Petition of the Environmental Enforcement  
Officer for alleged violation of the ordinances of the County of Escambia, State of  
Florida, and the Special Magistrate having considered the evidence before him in the  
form of testimony by the Enforcement Officer and the respondent or representative,  
Shawn Paedae as well as evidence submitted and after consideration of the  
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate  
finds that a violation of the Code of Ordinances 42-196(a) and (d).

\_\_\_\_\_

\_\_\_\_\_

has occurred and continues.



Certified to be a true copy  
the original on file in this office  
Witness my hand and official seal  
ERNE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida  
By [Signature]  
Date 11-8-2007

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Shawn Paedae and Rene Development Corporation shall have until November 14, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: remove all over growth in excess of 12 inches

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 100 <sup>00</sup> per day, commencing November 15, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1,100.00 are hereby awarded in favor of Escambia County as the prevailing party against Shawn Paedae and Rene Development Corporation.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 6<sup>th</sup> day of November, 2007.

  
G. Thomas Smith  
Special Magistrate  
Office of Environmental Enforcement