

PAM CHILDERS
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

CENTURY

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

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

Case: 2010 TD 004334



00001284320

Dkt: TD83 Pg#:

3

Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Nov 30, 2012 / 121012

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 4334**, issued the **1st** day of **June, 2010**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 06-3195-034**

Certificate Holder:
TC 10U, LLC PENDER NEWKIRK CUST TC10U, LLC
PO BOX 172299
TAMPA, FLORIDA 33672

Property Owner:
G M OF PENSACOLA INC
701 N DE VILLIERS ST
PENSACOLA, FLORIDA 32501

Legal Description: 30-2S3-025
LT 17 HAYDEN PLACE PB 17 P 6 OR 4268 P 115 CA 115

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
2010	4334	06/01/10	\$386.94	\$0.00	\$84.64	\$471.58

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
2012	4066.0000	06/01/12	\$411.73	\$6.25	\$34.48	\$452.46
2011	4183.0000	06/01/11	\$413.15	\$6.25	\$111.55	\$530.95

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 (2012)
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

\$1,454.99
\$0.00
\$347.70
\$150.00
\$75.00
\$2,027.69
\$2,027.69
\$6.25

*Done this 30th day of November, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: August 5, 2013

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

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**TC 10U, LLC PENDER NEWKIRK CUST TC10U, LLC
PO BOX 172299
TAMPA, Florida, 33672**

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

Certificate No.	Parcel ID Number	Date	Legal Description
4334	06-3195-034	06/01/2010	30-2S3-025 LT 17 HAYDEN PLACE PB 17 P 6 OR 4268 P 115 CA 115

2012 TAX ROLL

G M OF PENSACOLA INC
701 N DE VILLIERS ST
PENSACOLA , Florida 32501

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.

mmattp777 (Matt Pallardy)

Applicant's Signature

11/30/2012

Date

Escambia County Receipt of Transaction

Receipt # 2019048274

Cashiered by: cjf

Pam Childers
Clerk of Court
Escambia County, Florida

Received From

JONES, DOMINIC AUSAUN
808 COLBERT AVE
PENSACOLA, FL 32507

On Behalf Of:

DOMINIC AUSAUN JONES
808 COLBERT AVE
PENSACOLA, FL 32507

On: 5/28/19 1:54 pm
Transaction # 101369633

CaseNumber 2014 CF 000781 A

Table with 7 columns: Fee Description, Fee, Prior Paid, Waived, Due, Paid, Balance. Rows include (PPF) PAYMENT PLAN, (RECORD2) RECORD FEE FIRST PAGE, (CF61) PUBLIC DEFENDER/ATTY COSTS F.S. 938.29, (CF22) FELONY COURT COSTS, (CF91) PREPARE ANY INSTRUMENT, (JUDINT) JUDGMENT INTEREST, (CF28) DOMESTIC VIOLENCE TF/ RAPE CRISIS CEN, and a Total row.

Grand Total: 1186.71 341.12 0.00 845.59 50.00 795.59

PAYMENTS

Table with 7 columns: Payment Type, Reference, Amount, Refund, Overage, Change, Net Amount. Row includes OTC payment with reference code 106076 and amount 50.00. A Payments Total row is also present.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT



13-538

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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**

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

Case: 2010 TD 004334



00097953636

Dkt: TD82 Pg#:

11

Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10058

January 14, 2013

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32569

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 01-14-1993, through 01-14-2013, and said search reveals the following:

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

GM of Pensacola, Inc.

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: 

January 14, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10058

January 14, 2013

Lot 17, Hayden Place, as per plat thereof, recorded in Plat Book 17, Page 6, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10058

January 14, 2013

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

1. Mortgage executed by GM of Pensacola, Inc. to Synovus Bank formerly Coastal Bank & Trust formerly Bank of Pensacola formerly First American Bank of Pensacola, N.A., dated 04/03/1998 and recorded in Official Record Book 4268 on page 116 of the public records of Escambia County, Florida. given to secure the original principal sum of \$215,000.00. Subject to modifications of record.
2. Taxes for the year 2009-2011 delinquent. The assessed value is \$19,000.00. Tax ID 06-3195-034.

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: 8-5-2013

TAX ACCOUNT NO.: 06-3195-034

CERTIFICATE NO.: 2010-4334

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, 32521

Notify Escambia County, 190 Governmental Center, 32502

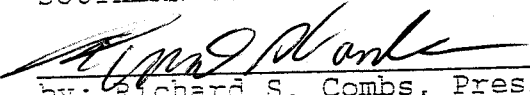
Homestead for _____ tax year.

GM of Pensacola, Inc.
701 N. De Villiers St.
Pensacola, FL 32501

Synovus Bank formerly
Coastal Bank & Trust formerly
Bank of Pensacola formerly
First America Bank of Pensacola, N.A.
125 W. Romana St., 4th Floor
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 15th day of January, 2013.

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.

600
235.90

OR BK 4268 PGO115
Escambia County, Florida
INSTRUMENT 98-491639

DEED DOC STAMPS PD @ ESC CO \$ 235.90
06/11/98/ERNIE LEE MAGAHA, CLERK
By: *[Signature]*

RCD Jun 11, 1998 09:45 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-491639

This Document Prepared By and Return to:
Vincent J. Whibbs, Jr., P.A.
421 North Palafox Street
Pensacola, Florida 32501

Parcel ID Number: 30-2S-30-2000-000-000
Grantee #1 TIN:
Grantee #2 TIN:

Special Warranty Deed

This Indenture, Made this 3rd day of April, 1998 A.D., Between
Percy L. Goodman and Joe Morris, Jr.

of the County of Escambia, State of Florida, grantors, and
GM of Pensacola, Inc., a corporation existing under the laws of the
State of Florida
whose address is: 701 North DeVilliers Street, Pensacola, FL 32501

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEES heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia State of Florida to wit:

A parcel of land in the Southern part of the V. Ordosgoity Grant,
Section 30, Township 2 South, Range 30 West, Escambia County,
Florida, described as follows: Begin at the southeast corner of the
said Grant; thence go North 42° West (Magnetic) a distance of 418.00
along the Southwest line of the said Grant; thence at a right angle
go Northeasterly a distance of 417.00 feet; thence go southeasterly
parallel to the first described line a distance of 418.00 feet to the
southeast line of the said Grant; thence go Southwesterly along the
Southeast line of the said Grant a distance of 417.00 feet to the
point of beginning.

Conveyance between related parties of unencumbered property,
therefore, minimum documentary stamps are affixed.

The property herein conveyed DOES NOT constitute the HOMESTEAD
property of the Grantor. The Grantor's HOMESTEAD address is:

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

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

And the grantors hereby covenant with said grantee that grantors are lawfully seized of said land in fee simple; that grantors have
good right and lawful authority to sell and convey said land; that grantors hereby fully warrant the title to said land and will
defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Vincent J. Whibbs, Jr.
Witness

[Signature]

Percy L. Goodman (Seal)
P.O. Address:

[Signature]

C.F. Morrison SARA K. ELENS
Witness

[Signature]

Joe Morris, Jr. (Seal)
P.O. Address:

STATE OF Florida
COUNTY OF Escambia

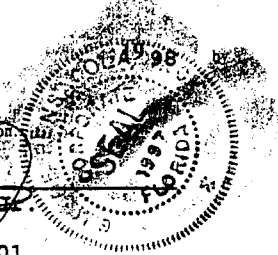
The foregoing instrument was acknowledged before me this 3rd day of April
Percy L. Goodman and Joe Morris, Jr.

who is personally known to me or who has produced Florida driver's license as identification.

VINCE J. WHIBBS, JR.
State of Florida
My Comm. Exp. April 23, 2001
Comm. # CC 629022

[Signature]

Vincent J. Whibbs, Jr.
Notary Public
My Commission Expires: 04/23/01



24.00
752.50
430.00

OR BK 4268 PGO116
Escambia County, Florida
INSTRUMENT 98-491640

MTG DOC STAMPS-BO @ ESC CO \$ 752.50
06/11/98 ERNIE LEE MCGHNA, CLERK
By: *[Signature]*
INTANGIBLE TAX PD @ ESC CO \$ 430.00
06/11/98 ERNIE LEE MCGHNA, CLERK
By: *[Signature]*

This instrument prepared by:
VINCENT J. WHIBBS, JR., P.A.
421 North Palafox Street
Pensacola, FL 32501

**MORTGAGE AND
SECURITY AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that G. M. OF PENSACOLA, INC., a Florida corporation whose mailing address is 701 North DeVilliers Street, Pensacola, Florida 32501, hereinafter called Mortgagor, for and in consideration of the sum of Two Hundred Fifteen Thousand and no/100 Dollars (\$215,000.00) in hand paid by FIRST AMERICAN BANK OF PENSACOLA, N.A., whose mailing address is Post Office Box 17129, Pensacola, Florida 32522, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whatsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the full and complete performance of Mortgagor's obligations under the terms of that certain Agreement dated even herewith, executed by Mortgagor, the terms of which are fully incorporated herein.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$300,000.00 plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

AND THE SAID MORTGAGOR does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same, without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.
3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fees in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of the mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereof as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all regardless of whether incurred in

or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.

4. Mortgagor (a) shall not permit, conunit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum not less than full insurable value or the face amount of this Mortgage, whichever is greater, by a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, 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 said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisal and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the note and this mortgage or change the amount of such payments.

6. That if any of the said installments of interest due or payable by the terms of said promissory note or other obligations or the sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory note or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory note and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory note or other obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee 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 all and singular the Mortgaged Property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said Mortgaged Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such 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 the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.

8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debt or otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured shall operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Mortgaged Property

or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this mortgage or change the amount of such installments.

11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may be determined.

13. That the monies advanced (as evidenced by the note secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein including, but not limited to, the creation of a lien or encumbrance subordinate to the lien of this mortgage, or a transfer by agreement for deed or land contract, but specifically excluding a transfer of any portion of the Mortgaged Property for which a release price is paid to Mortgagee pursuant to any agreed upon release provision), or (b) beneficial interests in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein. This option shall not apply in the case of (i) transfer by devise or descent or by operation of law upon the death of a joint tenant or, if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity, of a shareholder, partner, beneficiary or other equity owner; (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, payment of an assumption fee and/or an increase in the rate of interest payable under the note; (iii) the grant of a leasehold interest in a part of the Mortgaged Property of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase except any interest in the ground lease, if this instrument is on a leasehold; (iv) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (i) and (ii) above, do not result in more than 30% of the beneficial interests in Mortgagor having been sold or transferred subsequent to date hereof; (v) transfers of fixtures or any personal property pursuant to part 4 hereof; and (vi) the creation of a purchase money security interest for household appliances.

14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.

15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, or any other substance potentially harmful to persons, property, the environment or natural resources (including, but not limited to, asbestos or asbestos containing materials)(all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, and that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

17. If mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs,

charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.

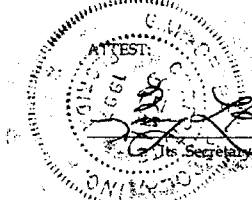
18. If a construction and/or development loan agreement or commitment between Mortgagor and Mortgagee is being executed contemporaneously herewith (or if Mortgagee's performance under any such previously existing agreement is intended by Mortgagor and Mortgagee to be secured hereby), then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction and/or development loan agreement or commitment, will diligently construct the improvements pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein, and Mortgagor will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this mortgage and the note.

19. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

20. The Mortgagee agrees to grant releases of and from the Lien of this Mortgage in accordance with the provisions of the Supplemental Release Agreement of even date herewith, executed by Borrower and Mortgagee, and attached hereto as Exhibit "B".

Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said corporation, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents by causing its name to be signed by its President, and its corporate seal to be affixed hereto this 3rd day of April, 1998.

ATTEST


Its Secretary

G. M. OF PENSACOLA, INC.


By: Joseph D. Morris, Jr.
President

Signed, sealed and delivered
in the presence of:

Sara K. Elens
SARA K. ELENS
Vincent J. Whibbs, Jr.
Vincent J. Whibbs, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of April, 1998, by Joseph D. Morris, Jr., as President of G. M. of Pensacola, Inc., a Florida corporation, on behalf of the corporation.

 VINCE J. WHIBBS, JR.
State of Florida
My Comm. Exp. April 23, 2001
Comm. # CC 629022

Vincent J. Whibbs, Jr.
NOTARY PUBLIC-STATE OF FLORIDA

EXHIBIT "A"

A parcel of land in the Southern part of the V. Ordosgoity Grant, Section 30, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Begin at the southeast corner of the said Grant; thence go North 42° West (Magnetic) a distance of 418.00 along the Southwest line of the said Grant; thence at a right angle go Northeasterly a distance of 417.00 feet; thence go southeasterly parallel to the first described line a distance of 418.00 feet to the southeast line of the said Grant; thence go Southwesterly along the Southeast line of the said Grant a distance of 417.00 feet to the point of beginning.

RCD Jun 11, 1998 09:45 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-491640

PAM CHILDERS
CLERK OF THE CIRCUIT COURT



13-538

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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**

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

Case: 2010 TD 004334



00097953636

Dkt: TD82 Pg#:

||

Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10058

January 14, 2013

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

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 01-14-1993, through 01-14-2013, and said search reveals the following:

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

GM of Pensacola, Inc.

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:  _____

January 14, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10058

January 14, 2013

Lot 17, Hayden Place, as per plat thereof, recorded in Plat Book 17, Page 6, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10058

January 14, 2013

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

1. Mortgage executed by GM of Pensacola, Inc. to Synovus Bank formerly Coastal Bank & Trust formerly Bank of Pensacola formerly First American Bank of Pensacola, N.A., dated 04/03/1998 and recorded in Official Record Book 4268 on page 116 of the public records of Escambia County, Florida. given to secure the original principal sum of \$215,000.00. Subject to modifications of record.
2. Taxes for the year 2009-2011 delinquent. The assessed value is \$19,000.00. Tax ID 06-3195-034.

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) 476-1457

Email: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-5-2013

TAX ACCOUNT NO.: 06-3195-034

CERTIFICATE NO.: 2010-4334

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

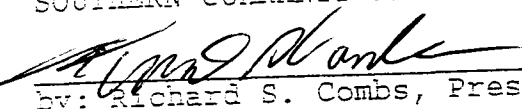
- Notify City of Pensacola, P.O. Box 12910, 32521
- Notify Escambia County, 190 Governmental Center, 32502
- Homestead for _____ tax year.

GM of Pensacola, Inc.
701 N. De Villiers St.
Pensacola, FL 32501

Synovus Bank formerly
Coastal Bank & Trust formerly
Bank of Pensacola formerly
First America Bank of Pensacola, N.A.
125 W. Romana St., 4th Floor
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 15th day of January, 2013.

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.

600
235.90

OR BK 268 PGO 115
Escambia County, Florida
INSTRUMENT 98-491639

DEED DOC STAMPS PD @ ESC CO \$ 235.90
06/11/98 ERNIE LEE MAGAHA, CLERK
By: *[Signature]*

RCD Jun 11, 1998 09:45 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-491639

This Document Prepared By and Return to:
Vincent J. Whibbs, Jr., P.A.
421 North Palafox Street
Pensacola, Florida 32501

Parcel ID Number: 30-2S-30-2000-000-000
Grantee #1 TIN:
Grantee #2 TIN:

Special Warranty Deed

This Indenture, Made this 3rd day of April, 1998 A.D., Between
Percy L. Goodman and Joe Morris, Jr.

of the County of Escambia, State of Florida, grantors, and
GM of Pensacola, Inc., a corporation existing under the laws of the
State of Florida
whose address is: 701 North DeVilliers Street, Pensacola, FL 32501

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of
-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEES heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia, State of Florida to wit:

A parcel of land in the Southern part of the V. Ordosgoity Grant,
Section 30, Township 2 South, Range 30 West, Escambia County,
Florida, described as follows: Begin at the southeast corner of the
said Grant; thence go North 42° West (Magnetic) a distance of 418.00
along the Southwest line of the said Grant; thence at a right angle
go Northeasterly a distance of 417.00 feet; thence go southeasterly
parallel to the first described line a distance of 418.00 feet to the
southeast line of the said Grant; thence go Southwesterly along the
Southeast line of the said Grant a distance of 417.00 feet to the
point of beginning.

Conveyance between related parties of unencumbered property,
therefore, minimum documentary stamps are affixed.

The property herein conveyed DOES NOT constitute the HOMESTEAD
property of the Grantor. The Grantor's HOMESTEAD address is:

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

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

And the grantors hereby covenant with said grantee that grantors are lawfully seized of said land in fee simple; that grantors have
good right and lawful authority to sell and convey said land; that grantors hereby fully warrant the title to said land and will
defend the same against the lawful claims of all persons claiming by, through or under grantors.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Vincent J. Whibbs, Jr.
Witness

[Signature]

Percy L. Goodman
P.O. Address: _____ (Seal)

[Signature]

C.F. Morrison SARA K. ELENS
Witness

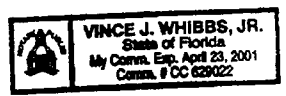
[Signature]

Joe Morris, Jr.
P.O. Address: _____ (Seal)

STATE OF Florida
COUNTY OF Escambia

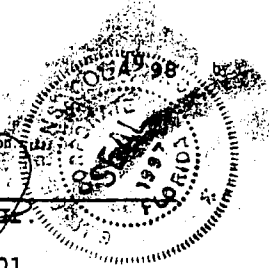
The foregoing instrument was acknowledged before me this 3rd day of April
Percy L. Goodman and Joe Morris, Jr.

who is personally known to me or who has produced Florida driver's license as identification



[Signature]

Vincent J. Whibbs, Jr.
Notary Public
My Commission Expires: 04/23/01



24.00
752.50
430.00

OR BK 468 PGO116
Escambia County, Florida
INSTRUMENT 98-491640

MTC DOC STAMPS PD @ ESC CO \$ 752.50
06/11/98 ERNIE LEE MORGAN, CLERK

By: *[Signature]*
INTANGIBLE TAX PD @ ESC CO \$ 430.00
06/11/98 ERNIE LEE MORGAN, CLERK
By: *[Signature]*

This instrument prepared by:
VINCENT J. WHIBBS, JR., P.A.
421 North Palafox Street
Pensacola, FL 32501

**MORTGAGE AND
SECURITY AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that G. M. OF PENSACOLA, INC., a Florida corporation whose mailing address is 701 North DeVilliers Street, Pensacola, Florida 32501, hereinafter called Mortgagor, for and in consideration of the sum of Two Hundred Fifteen Thousand and no/100 Dollars (\$215,000.00) in hand paid by FIRST AMERICAN BANK OF PENSACOLA, N.A., whose mailing address is Post Office Box 17129, Pensacola, Florida 32522, hereinafter called Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whatsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the full and complete performance of Mortgagor's obligations under the terms of that certain Agreement dated even herewith, executed by Mortgagor, the terms of which are fully incorporated herein.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$300,000.00 plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

AND THE SAID MORTGAGOR does hereby covenant and agree:

- To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the same become due.
- To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same, without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.
- To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fees in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of the mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereof as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced by any of same, all regardless of whether incurred in

or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.

4. Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum not less than full insurable value or the face amount of this Mortgage, whichever is greater, by a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, 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 said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisal and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the note and this mortgage or change the amount of such payments.

6. That if any of the said installments of interest due or payable by the terms of said promissory note or other obligations or the sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory note or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory note and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory note or other obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee 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 all and singular the Mortgaged Property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said Mortgaged Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such 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 the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.

8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debt or otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said Mortgagee may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured shall operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Mortgaged Property

or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this mortgage or change the amount of such installments.

11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determined.

13. That the monies advanced (as evidenced by the note secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein including, but not limited to, the creation of a lien or encumbrance subordinate to the lien of this mortgage, or a transfer by agreement for deed or land contract, but specifically excluding a transfer of any portion of the Mortgaged Property for which a release price is paid to Mortgagee pursuant to any agreed upon release provision), or (b) beneficial interests in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein. This option shall not apply in the case of (i) transfer by devise or descent or by operation of law upon the death of a joint tenant or, if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity, of a shareholder, partner, beneficiary or other equity owner; (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, payment of an assumption fee and/or an increase in the rate of interest payable under the note; (iii) the grant of a leasehold interest in a part of the Mortgaged Property of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase except any interest in the ground lease, if this instrument is on a leasehold; (iv) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with any prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (i) and (ii) above, do not result in more than 30% of the beneficial interests in Mortgagor having been sold or transferred subsequent to date hereof; (v) transfers of fixtures or any personal property pursuant to part 4 hereof; and (vi) the creation of a purchase money security interest for household appliances.

14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.

15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, or any other substance potentially harmful to persons, property, the environment or natural resources (including, but not limited to, asbestos or asbestos containing materials) (all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, and that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies, Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

17. If mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs,

charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.

18. If a construction and/or development loan agreement or commitment between Mortgagor and Mortgagee is being executed contemporaneously herewith (or if Mortgagee's performance under any such previously existing agreement is intended by Mortgagor and Mortgagee to be secured hereby), then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction and/or development loan agreement or commitment, will diligently construct the improvements pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein, and Mortgagor will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this mortgage and the note.

19. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

20. The Mortgagee agrees to grant releases of and from the Lien of this Mortgage in accordance with the provisions of the Supplemental Release Agreement of even date herewith, executed by Borrower and Mortgagee, and attached hereto as Exhibit "B".

Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said corporation, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents by causing its name to be signed by its President, and its corporate seal to be affixed hereto this 3rd day of April, 1998.

ATTEST
1998
[Signature]
Secretary

G. M. OF PENSACOLA, INC.

By: [Signature]
President

Signed, sealed and delivered
in the presence of:

[Signature]
SARA K. ELENS
[Signature]
Vincent J. Whibbs, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 3rd day of April, 1998, by Joseph D. Morris, Jr., as President of G. M. of Pensacola, Inc., a Florida corporation, on behalf of the corporation.

VINCE J. WHIBBS, JR.
State of Florida
My Comm. Exp. April 23, 2001
Comm. # CC 629022

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

EXHIBIT "A"

A parcel of land in the Southern part of the V. Ordosgoity Grant, Section 30, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Begin at the southeast corner of the said Grant; thence go North 42° West (Magnetic) a distance of 418.00 along the Southwest line of the said Grant; thence at a right angle go Northeasterly a distance of 417.00 feet; thence go southeasterly parallel to the first described line a distance of 418.00 feet to the southeast line of the said Grant; thence go Southwesterly along the Southeast line of the said Grant a distance of 417.00 feet to the point of beginning.

RCD Jun 11, 1998 09:45 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-491640

PAM CHILDERS
 CLERK OF CIRCUIT COURT & COMPTROLLER
 ESCAMBIA COUNTY, FLORIDA
 P.O. BOX 333
 PENSACOLA, FL 32591-0333
 (850) 595-4140
 REGISTRY ACCOUNT

Bank of America
 PENSACOLA, FLORIDA
 VOID AFTER 6 MONTHS

63-27
 631

9000018235

PAY *ONE HUNDRED TWENTY EIGHT THOUSAND NINE HUNDRED FORTY SEVEN AND 56/100
 JANET HOLLEY TAX COLLECTOR

TO THE ORDER OF JANET HOLLEY TAX COLLECTOR
 213 PALAFOX PLACE
 PENSACOLA, FL 32502

DATE 03/05/2013 AMOUNT 128,947.56

Pam Childers
 PAM CHILDERS, CLERK OF COURT & COMPTROLLER



⑈9000018235⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
 CLERK OF CIRCUIT COURT & COMPTROLLER

9000018235

Date	Case Number	Description	Amount
03/05/2013	2010 TD 004334	PAYMENT TAX DEEDS	2,125.19
03/05/2013	2010 TD 005060	PAYMENT TAX DEEDS	5,629.14
03/05/2013	2010 TD 003383	PAYMENT TAX DEEDS	1,988.04
03/05/2013	2010 TD 003219	PAYMENT TAX DEEDS	6.25
03/05/2013	2010 TD 001087	PAYMENT TAX DEEDS	2,773.49
03/05/2013	2010 TD 003123	PAYMENT TAX DEEDS	8,093.60
03/05/2013	2010 TD 000295	PAYMENT TAX DEEDS	1,698.89
03/05/2013	2010 TD 001813	PAYMENT TAX DEEDS	2,560.05
03/05/2013	2010 TD 003418	PAYMENT TAX DEEDS	6.25
03/05/2013	2010 TD 001112	PAYMENT TAX DEEDS	4,581.47

There are additional check details for this check that total:

99,485.19 **9000018235**

Check: 9000018235 03/05/2013 JANET HOLLEY TAX COLLECTOR

Check Amount: 128,947.56

2010 TD 02441 6,406.00	2010 TD 01893 3,803.84
2010 TD 02365 2,125.45	2010 TD 04330 2,125.19
2010 TD 02395 8,169.43	2010 TD 02206 6.25
2010 TD 04327 2,125.19	2010 TD 08755 3,704.30
2010 TD 02930 4,794.75	2010 TD 05064 11,387.54
2010 TD 10465 1,843.10	2010 TD 02755 6.25
2010 TD 02970 6.25	2010 TD 03044 6.25
2010 TD 03371 6.25	2010 TD 00497 6.25
2010 TD 03226 2,799.00	2010 TD 03041 1,465.90
2010 TD 00066 2,431.47	2010 TD 03137 1,874.68
2010 TD 02881 4,727.59	2010 TD 02851 4,347.22
2010 TD 01724 6.25	2010 TD 02796 3,307.36
2010 TD 02253 4,694.90	2010 TD 02844 6.25
2010 TD 01879 1,760.90	

2010 TD 02958 6,832.87
2010 TD 01602 3,049.38
2010 TD 06870 1,088.80
2010 TD 01968 2,016.68
2010 TD 00021 8,038.71
2010 TD 03090 2,768.28
2010 TD 03353 1,734.16
2010 TD 01088 12.50

J. Childers
 3-5-13

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA
VOID AFTER 6 MONTHS

63-27
631

9000018255

PAY

*EIGHT HUNDRED THIRTY EIGHT AND 10/100

TC 10U LLC

TO THE ORDER OF TC 10U LLC
P O BOX 172299
TAMPA, FL 33672

DATE AMOUNT
03/05/2013 838.10

Pam Childers
PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018255⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018255

Date	Case Number	Description	Amount
03/05/2013	2010 TD 004330	PAYMENT TAX DEEDS	419.05
03/05/2013	2010 TD 004334	PAYMENT TAX DEEDS	419.05

9000018255

Check: 9000018255 03/05/2013 TC 10U LLC

Check Amount: 838.10

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA

63-27
631

9000018226

VOID AFTER 6 MONTHS

PAY

*ONE THOUSAND SEVEN HUNDRED FIFTEEN AND 40/100

GM OF PENSACOLA INC

TO THE ORDER OF GM OF PENSACOLA INC
701 N DE VILLIERS ST
PENSACOLA, FL 32501

DATE

AMOUNT

03/05/2013

1,715.40

Pam Childers
PAM CHILDERS, CLERK OF COURT & COMPTROLLER



⑈9000018226⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018226

<u>Date</u>	<u>Case Number</u>	<u>Description</u>	<u>Amount</u>
03/05/2013	2010 TD 004327	PAYMENT TAX DEEDS	571.80
03/05/2013	2010 TD 004330	PAYMENT TAX DEEDS	571.80
03/05/2013	2010 TD 004334	PAYMENT TAX DEEDS	571.80

9000018226

Check: 9000018226 03/05/2013 GM OF PENSACOLA INC

Check Amount:

1,715.40



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 063195034 Certificate Number: 004334 of 2010

Redemption Yes
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/05/2013"/>	Redemption Date <input type="text" value="02/28/2013"/>
Months	9	3
Tax Collector	<input type="text" value="\$2,027.69"/>	<input type="text" value="\$2,027.69"/>
Tax Collector Interest	\$273.74	\$91.25
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,307.68	\$2,125.19
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$221.00"/>	<input type="text" value="\$221.00"/>
App. Fee Interest	\$54.14	\$18.05
Total Clerk	\$455.14	\$419.05
Postage	<input type="text" value="\$12.22"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$6.00"/>	<input type="text" value="\$6.00"/>
Total Redemption Amount	\$2,781.04	\$2,550.24
	Repayment Overpayment Refund Amount	\$230.80 <i>+120 + 221 = 571 - 80</i>

Notes

Ang 13-538

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: 063195034 Certificate Number: 004334 of 2010**

**Payor: GM OF PENSACOLA INC 701 N DE VILLIERS ST PENSACOLA, FL 32501 Date
02/28/2013**

Clerk's Check # 4439066
Tax Collector Check # 1

Clerk's Total \$455.14
Tax Collector's Total \$2,307.68
Postage \$12.22 *A*
Researcher Copies \$6.00
Total Received \$2,781.04

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: _____
Deputy Clerk

**Pam Childers,
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1490923	Receipt Date	02/28/2013
Case Number	2010 TD 004334		
Description	TC 10U, LLC VS		
Action	TAX DEED REDEMPTION		
Judge			
Received From	GM OF PENSACOLA INC		
On Behalf Of	TC 10U, LLC		

Total Received	2,781.04
Net Received	2,781.04
Change	0.00

Receipt Payments	Amount	Reference Description
Check	2,781.04	4439066

Receipt Applications	Amount
Holding	2,775.04
Service Charge	6.00

Deputy Clerk: mkj Transaction Date 02/28/2013 15:41:42

Comments

PAM CHILDERS
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

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**

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

Case: 2010 TD 004334



00001284320

Dkt: TD83 Pg#:

3

Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Nov 30, 2012 / 121012

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 4334** , issued the **1st** day of **June, 2010**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 06-3195-034**

Certificate Holder:
TC 10U, LLC PENDER NEWKIRK CUST TC10U, LLC
PO BOX 172299
TAMPA, FLORIDA 33672

Property Owner:
G M OF PENSACOLA INC
701 N DE VILLIERS ST
PENSACOLA , FLORIDA 32501

Legal Description: 30-2S3-025
LT 17 HAYDEN PLACE PB 17 P 6 OR 4268 P 115 CA 115

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
2010	4334	06/01/10	\$386.94	\$0.00	\$84.64	\$471.58

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
2012	4066.0000	06/01/12	\$411.73	\$6.25	\$34.48	\$452.46
2011	4183.0000	06/01/11	\$413.15	\$6.25	\$111.55	\$530.95

- 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 (2012)
- 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

\$1,454.99
\$0.00
\$347.70
\$150.00
\$75.00
\$2,027.69
\$2,027.69
\$6.25

*Done this 30th day of November, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: August 5, 2013

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

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**TC 10U, LLC PENDER NEWKIRK CUST TC10U, LLC
PO BOX 172299
TAMPA, Florida, 33672**

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

Certificate No.	Parcel ID Number	Date	Legal Description
4334	06-3195-034	06/01/2010	30-2S3-025 LT 17 HAYDEN PLACE PB 17 P 6 OR 4268 P 115 CA 115

2012 TAX ROLL

G M OF PENSACOLA INC
701 N DE VILLIERS ST
PENSACOLA , Florida 32501

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.

mmattp777 (Matt Pallardy)

Applicant's Signature

11/30/2012

Date

**Pam Childers,
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1483382	Receipt Date	01/09/2013
Case Number	2010 TD 004334		
Description	TC 10U, LLC VS		
Action	TAX DEED APPLICATION		
Judge			
Received From	TC 10U LLC		
On Behalf Of	TC 10U, LLC		

Total Received	401.00
Net Received	401.00
Change	0.00

Receipt Payments	Amount	Reference Description
Check	401.00	2100

Receipt Applications	Amount
Holding	341.00
Service Charge	60.00

Deputy Clerk: mkj Transaction Date 01/09/2013 11:56:19

Comments



Chris Jones

Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

[Back](#)

[← Navigate Mode](#)
 [Account ↻](#)
 [Reference →](#)

[Printer Friendly Version](#)

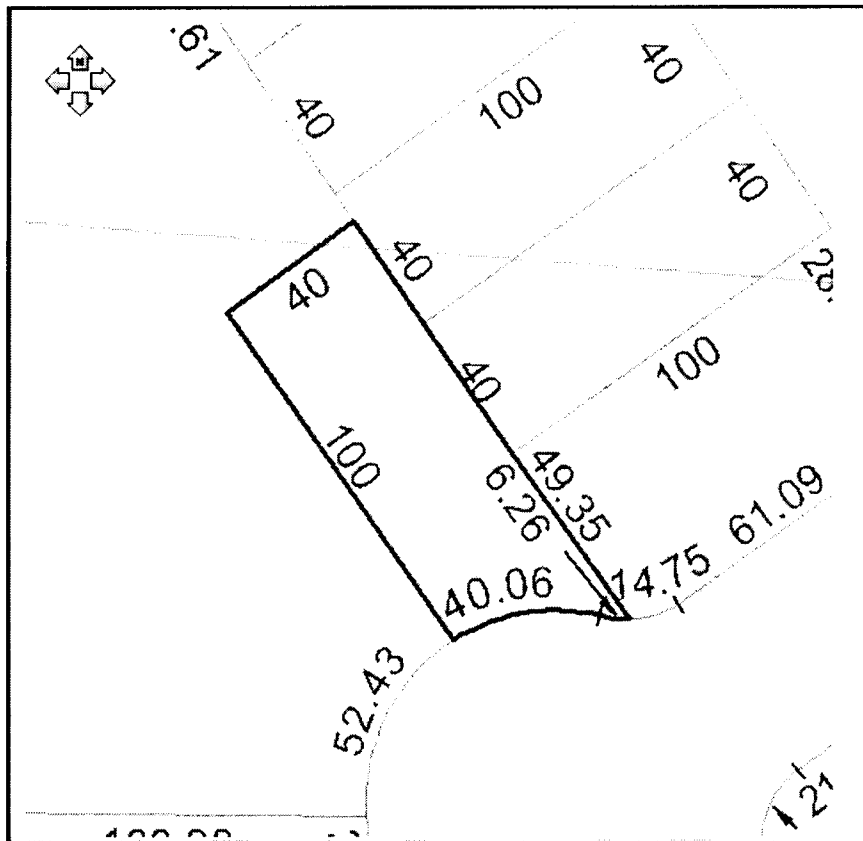
General Information	
Reference:	302S302500000170
Account:	063195034
Owners:	G M OF PENSACOLA INC
Mail:	701 N DE VILLIERS ST PENSACOLA, FL 32501
Situs:	1125 HAYDEN CT 32501
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	CITY OF PENSACOLA
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2012 Certified Roll Assessment	
Improvements:	\$0
Land:	\$19,000
Total:	\$19,000
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data	
Sale Date Book Page Value Type	Official Records (New Window)
None	
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court	

2012 Certified Roll Exemptions	
None	
Legal Description	
LT 17 HAYDEN PLACE PB 17 P 6 OR 4268 P 115...	
Extra Features	
None	

Parcel Information	Restore Map	Get Map Image	Launch Interactive Map
<p>Section Map Id: CA115</p> <p>Approx. Acreage: 0.1000</p> <p>Zoned: R-2</p> <p>Evacuation & Flood Information Open Report</p>			



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.