

ERNIE LEE MAGAHA
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 005438



00076706564

Dkt: TD83 Pg#:

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Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Oct 17, 2012 / 120938

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 5438**, 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: 08-4144-000**

Certificate Holder:
TC 12, LLC BUYTHISTAXLIEN.COM
TC 12 LLC
TAMPA, FLORIDA 33601

Property Owner:
BAYSHORE PLANTATION LLC
40 S PALAFOX PL STE 500
PENSACOLA, FLORIDA 32502

Legal Description: 59-2S3-021

BEG AT NW COR OF LT 11 FISHER EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E ALG N LI OF LT AND ELY
EXTEN OF LT 722 FT S 12 DEG 1 MIN W 67 7/10 FT S ...

See attachment for full legal description.

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
2012	5159.0000	06/01/12	\$4,770.25	\$0.00	\$238.51	\$5,008.76
2010	5438	06/01/10	\$6,961.51	\$0.00	\$1,303.83	\$8,265.34

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
2011	5287.0000	06/01/11	\$4,785.48	\$6.25	\$440.66	\$5,232.39

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
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

\$18,506.49
\$0.00
\$150.00
\$75.00
\$18,731.49
\$18,731.49
\$6.25

*Done this 17th day of October, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By _____

Glenda Mahuron

Date of Sale: July 1, 2013

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

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

10/17/2012

FULL LEGAL DESCRIPTION
Parcel ID Number: 08-4144-000

November 01, 2012
Tax Year: 2009
Certificate Number: 5438

BEG AT NW COR OF LT 11 FISHER EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E ALG N LI OF LT AND ELY
EXTEN OF LT 722 FT S 12 DEG 1 MIN W 67 7/10 FT S 75 DEG 28 MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100
FT FOR POB S 22 DEG 2 MIN W 125 FT S 44 DEG 48 MIN E 172 29/100 FT CONTINUE S 44 DEG 48 MIN E 90 FT TO
PENSACOLA BAY AND POINT A BEG AGAIN AT POB S 40 DEG 59 MIN E 210 11/100 FT S 40 DEG 59 MIN E 90 FT TO
BAY SWLY ALG BAY TO POINT A AND ALL RIPARIAN WATER RIGHTS AND ALSO BEG AT NW COR OF LT 11
FISHERS EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E ALG N LI OF LT 11 AND ELY EXTENSION 722 FT S
12 DEG 01 MIN W 67 70/100 FT S 75 DEG 28 MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100 FT S 22 DEG 02 MIN
W 125 FT TO POB S 28 DEG 12 MIN W 8 FT S 47 DEG 27 MIN 55 SEC E 164 51/100 FT N 44 DEG 48 MIN W 166 67/100
FT TO POB OR 5861 P 1352 CA 193

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**TC 12, LLC BUYTHISTAXLIEN.COM
TC 12 LLC
TAMPA, Florida, 33601**

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
5438	08-4144-000	06/01/2010	59-2S3-021 BEG AT NW COR OF LT 11 FISHER EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E ALG N LI OF LT AND ELY EXTEN OF LT 722 FT S 12 DEG 1 MIN W 67 7/10 FT S 75 DEG 28 MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100 FT FOR POB S 22 DEG 2 MIN W 125 FT S 44 DEG 48 MIN E 172 29/100 FT CONTINUE S 44 DEG 48 MIN E 90 FT TO PENSACOLA BAY AND POINT A BEG AGAIN AT POB S 40 DEG 59 MIN E 210 11/100 FT S 40 DEG 59 MIN E 90 FT TO BAY SWLY ALG BAY TO POINT A AND ALL RIPARIAN WATER RIGHTS AND ALSO BEG AT NW COR OF LT 1 ... See attachment for full legal description.

2011 TAX ROLL

BAYSHORE PLANTATION LLC
40 S PALAFOX PL STE 500
PENSACOLA , Florida 32502

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

10/17/2012

Date

FULL LEGAL DESCRIPTION
Parcel ID Number: 08-4144-000

November 01, 2012
Tax Year: 2009
Certificate Number: 5438

BEG AT NW COR OF LT 11 FISHER EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E
ALG N LI OF LT AND ELY EXTEN OF LT 722 FT S 12 DEG 1 MIN W 67 7/10 FT S 75 DEG 28
MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100 FT FOR POB S 22 DEG 2 MIN W 125 FT S
44 DEG 48 MIN E 172 29/100 FT CONTINUE S 44 DEG 48 MIN E 90 FT TO PENSACOLA BAY
AND POINT A BEG AGAIN AT POB S 40 DEG 59 MIN E 210 11/100 FT S 40 DEG 59 MIN E 90
FT TO BAY SWLY ALG BAY TO POINT A AND ALL RIPARIAN WATER RIGHTS AND ALSO
BEG AT NW COR OF LT 11 FISHERS EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E
ALG N LI OF LT 11 AND ELY EXTENSION 722 FT S 12 DEG 01 MIN W 67 70/100 FT S 75 DEG
28 MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100 FT S 22 DEG 02 MIN W 125 FT TO POB
S 28 DEG 12 MIN W 8 FT S 47 DEG 27 MIN 55 SEC E 164 51/100 FT N 44 DEG 48 MIN W 166
67/100 FT TO POB OR 5861 P 1352 CA 193

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

10/17/2012
Date

PAM CHILDERS
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

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COUNTY OF ESCAMBIA
OFFICE OF THE
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the original documents

Case: 2010 TD 005438



00056662019

Dkt: TD82 Pg#:

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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.: 10030

January 3, 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 01-03-1993, through 01-03-2013, and said search reveals the following:

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

Bayshore Plantation, LLC

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

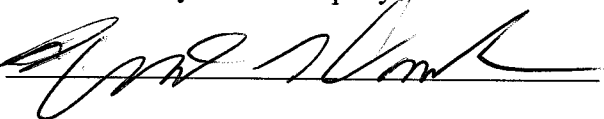
4. Taxes:

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 3, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10030

January 3, 2013

592S302100009001 - Full Legal Description

BEG AT NW COR OF LT 11 FISHER EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E
ALG N LI OF LT AND ELY EXTEN OF LT 722 FT S 12 DEG 1 MIN W 67 7/10 FT S 75 DEG 28
MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100 FT FOR POB S 22 DEG 2 MIN W 125 FT S
44 DEG 48 MIN E 172 29/100 FT CONTINUE S 44 DEG 48 MIN E 90 FT TO PENSACOLA BAY
AND POINT A BEG AGAIN AT POB S 40 DEG 59 MIN E 210 11/100 FT S 40 DEG 59 MIN E 90
FT TO BAY SWLY ALG BAY TO POINT A AND ALL RIPARIAN WATER RIGHTS AND
ALSO BEG AT NW COR OF LT 11 FISHERS EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48
MIN E ALG N LI OF LT 11 AND ELY EXTENSION 722 FT S 12 DEG 01 MIN W 67 70/100 FT S
75 DEG 28 MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100 FT S 22 DEG 02 MIN W 125 FT
TO POB S 28 DEG 12 MIN W 8 FT S 47 DEG 27 MIN 55 SEC E 164 51/100 FT N 44 DEG 48 MIN
W 166 67/100 FT TO POB OR 5861 P 1352 CA 193

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10030

January 3, 2013

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

1. Mortgage executed by Bayshore Plantation, LLC to Beach Community Bank, dated 03/13/2006 and recorded in Official Record Book 5861 on page 1354 of the public records of Escambia County, Florida. given to secure the original principal sum of \$600,000.00. Assigned to Jonesboro Building, LLC recorded in O.R. Book 6772, page 266. Collateral Assignment of Note and Mortgage to Beaach Community Bank recorded in O.R. Book 6772, page 267.
2. Taxes for the year 2009-2011 delinquent. The assessed value is \$278,621.00. Tax ID 08-4144-000.

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: 7-1-2013

TAX ACCOUNT NO.: 08-4144-000

CERTIFICATE NO.: 2010-5438

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

YES NO

 X Notify City of Pensacola, P.O. Box 12910, 32521

 X Notify Escambia County, 190 Governmental Center, 32502

 X Homestead for tax year.

Bayshore Plantation, LLC
P.O. Box 940
Gulf Breeze, FL 32562

Beach Community Bank
33 W. Garden St.
Pensacola, FL 32501

Unknown Tenants
101 Bayshore Dr.
Pensacola, FL 32507

Jonesboro Building, LLC
212 W. Intendencia St.
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 8th 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.

This Document Prepared By and Return to:
Liberis & Associates, P.A.
Charles S. Liberis
40 S Palafox Place, Suite 500
Pensacola, FL 32502

Parcel ID Number: 592S30-2100-009-001

Warranty Deed

This Indenture, Made this 13th day of March, 2006 A.D., Between
Marcia W. Roberts, a married woman

of the County of Gwinnett, State of Georgia, grantor, and
Bayshore Plantation, LLC, a Florida limited liability company

whose address is: 40 S. Palafox Place, Suite 500, Pensacola, FL 32502

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

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

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

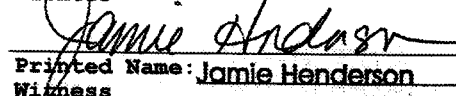
See Attached Exhibit A

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

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

Signed, sealed and delivered in our presence:

 Marcia W. Roberts (Seal)
Printed Name: Marcia W. Roberts
Witness P.O. Address: 1360 Country Lake Drive SW, Lilburn, GA 30047


Printed Name: Jamie Henderson
Witness

STATE OF Georgia
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me this 13th day of March, 2006 by
Marcia W. Roberts, a married woman

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



Jamie Henderson
Commission # DD351124
Expires August 30, 2008
Bonded Notary Public - Insurance, Inc. 850-365-7019

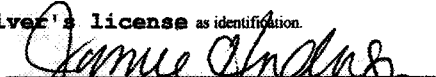

Printed Name: Jamie Henderson
Notary Public
My Commission Expires:

EXHIBIT A

That portion of Section 39, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:

Commencing at the Northwest corner of Lot 11 of Fisher's Remoter Subdivision according to plat filed in Deed Book 89, at Page 52, of the Public Records of said County; thence North 60 degrees 48' East along the North line of said Lot 11 and the Boundary extension thereof a distance of 722.0; thence South 12 degrees 01' West, 67.7; thence South 73 degrees 28' East, 25.97 to an iron rod; thence South 12 degrees 11' West, 27.37 to an iron rod for the Point of Beginning; thence South 22 degrees 02' West, 125.17 to an iron rod; thence South 44 degrees 48' East, 172.29 to an iron rod; thence continue South 44 degrees 48' East, 90' more or less, to the waters of Pensacola Bay, said point hereinafter referred to as Point "A"; thence beginning again at the Point of Beginning; thence South 45 degrees 39' East, 210.11 to an iron rod; thence South 40 degrees 39' East, 90' more or less, to the waters of Pensacola Bay; thence Southwesterly along said waters to aforesaid Point "A".

Reserving as use for roadway and utility easement the following triangular portion of the above described parcel beginning at the iron rod at the Point of Beginning of the above described parcel; thence South 22 degrees 02' West, 12.87 to an iron rod; thence South 73 degrees 28' East, 19.93 to an iron rod; thence North 40 degrees 39' West, 22.17 to the Point of Beginning.

Together with any and all riparian and water rights affecting the said property.

Together with the right of access over, upon and across the following described strip of land, which is hereby declared to be a private road for the use of the Grantee herein, their heirs and assigns, and the other persons and parties owning land abutting and lying southerly and Southwesterly of said strip of land, which is described as follows:

Begin at the Northwest corner of Lot Eleven (11) of Fisher's Remoter Subdivision, according to plat in Deed Book 89, at Page 52, of the Public Records of Escambia County, Florida; thence North 60 degrees East for 722' to the Point of Beginning; thence South 73 degrees East 31.0; thence South 5 degrees 01' West for 71.5; thence South 34 degrees 19' West, 100.2; thence South 22 degrees 21' West for 103.3; thence South 26 degrees 58' West for 100.2; thence South 33 degrees 21' West for 100.2; thence South 37 degrees 51' West for 101.0; thence South 39 degrees 37' West for 101.0; thence South 43 degrees 42' West for 104.0; thence South 49 degrees 58' West for 108.0; thence South 52 degrees 19' West for 117; thence South 58 degrees 18' West for 118; thence North 64 degrees 12' West to the South right of way line of the Prison Railroad, to cross under this date; thence Southerly along the South right of way of said Prison Railroad to the Point of beginning; said strip abutting and lying generally parallel to the said South right of way line of the Prison Railroad.

Provided, however, the property over which the above right of way is granted, is subject to easement for right of way purposes set forth in Deed Book 439, at Page 259 and in Deed Book 462, at Page 202, of the Public Records of Escambia County, Florida.

PARCEL 2

That portion of Section 39, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at the Northwest corner of Lot 11, Fisher's Remoter Subdivision, according to plat filed in Deed Book 89, at Page 52, of the Public Records of said County; thence North 60 degrees 48' East along the North line of said Lot 11, and the Boundary extension thereof for a distance of 722.00 feet; thence South 12 degrees 01' West for a distance of 67.70 feet; thence South 73 degrees 28' East for a distance of 25.97 feet; thence South 12 degrees 11' West for a distance of 27.37 feet; thence South 22 degrees 02' West for a distance of 125.00 feet to the Point of Beginning; thence South 26 degrees 58' West for a distance of 100.20 feet; thence South 33 degrees 21' West for a distance of 100.20 feet; thence South 37 degrees 51' West for a distance of 101.00 feet; thence South 39 degrees 37' West for a distance of 101.00 feet; thence South 43 degrees 42' West for a distance of 104.00 feet; thence South 49 degrees 58' West for a distance of 108.00 feet; thence South 52 degrees 19' West for a distance of 117.00 feet; thence South 58 degrees 18' West for a distance of 118.00 feet; thence North 64 degrees 12' West to the South right of way line of the Prison Railroad, to cross under this date; thence Southerly along the South right of way of said Prison Railroad to the Point of beginning; said strip abutting and lying generally parallel to the said South right of way line of the Prison Railroad.

LESS AND EXCEPT

That portion of Section 39, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:

Commencing at the Northwest corner of Lot 11, Fisher's Remoter Subdivision, according to plat filed in Deed Book 89, Page 52, of the Public Records of said County; thence North 60-48 East along the North line of said Lot 11, and the Boundary extension thereof for a distance of 722.00 feet; thence South 12-01 West for a distance of 67.70 feet; thence South 73-28 East for a distance of 25.97 feet; thence South 12-11 West for a distance of 27.37 feet; thence South 22-02 West for a distance of 125.00 feet; thence South 26-58 East for a distance of 100.20 feet; thence South 33-21 West for a distance of 100.20 feet; thence South 37-51 West for a distance of 101.00 feet; thence South 39-37 West for a distance of 101.00 feet; thence South 43-42 West for a distance of 104.00 feet; thence South 49-58 West for a distance of 108.00 feet; thence South 52-19 West for a distance of 117.00 feet; thence South 58-18 West for a distance of 118.00 feet; thence North 64-12 West to the South right of way line of the Prison Railroad, to cross under this date; thence Southerly along the South right of way of said Prison Railroad to the Point of beginning; said strip abutting and lying generally parallel to the said South right of way line of the Prison Railroad.

This document was prepared by Beach Community Bank
P.O. Box 4400 Ft. Walton Beach, FL 32549

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 2,100.00 has been paid to the Clerk of
the Circuit Court (or the County Comptroller, if applicable) for
the County of ESCAMBIA, State of Florida.

☒ IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL
BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 803,500.00, TOGETHER WITH ACCRUED
INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS
MORTGAGE.
☒ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE
ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE
ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

State of Florida

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 03-13-2006 and the parties and their addresses
are as follows:

MORTGAGOR: BAYSHORE PLANTATION, LLC
40 SOUTH PALAFOX PLACE
PENSACOLA, FL 32502

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgages.

LENDER: Beach Community Bank
Organized and existing under the laws of the state of Florida
P.O. Box 4400
Ft. Walton Beach, FL 32549

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure
the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following
described property:

The property is located in Escambia at 101 Bayshore
(County)
Pensacola, Florida 32507
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all
diversion payments or third party payments made to crop producers, and all existing and future improvements,
structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described
above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells,
water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated
with the Property, however established.

FLORIDA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FIMA, FRLMC, FNA OR FVA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

3. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

- A. The initial indebtedness secured by this Mortgage is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.):*
 PROMISSORY NOTE OF EVEN DATE IN THE AMOUNT OF \$600,000.00.

- B. All future advances made within 20 years from the date of this Mortgage from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to Section 4 of this Mortgage under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 1,500,000.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
- 5. PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.
- 10. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold

(page 2 of 8)

CLP DAB

the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

30. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

☒ IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 603,500.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

☒ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

Entity Name: BAYSHORE PLANTATION, LLC

(Signature) CHARLES S. LIBERIS

(Date)

(Signature) DAVID A. BRANNEN

(Date)

(Signature)

(Date)

(Signature)

(Date)

- ☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

EXHIBIT A

That portion of Section 59, Township 2 South, Range 30 West, Escambia County, Florida, described as follows:

Commencing at the Northwest corner of Lot 11 of Fisher Executor Subdivision according to plat filed in Deed Book 89, at Page 52, of the Public Records of said County; thence North 60 degrees 48' East along the North line of said Lot 11 and the Easterly extension thereof a distance of 722.0'; thence South 12 degrees 01' West, 67.7'; thence South 75 degrees 28' East, 25.95' to an iron rod; thence South 19 degrees 11' West, 27.37' to an iron rod for the Point of Beginning; thence South 22 degrees 02' West, 125.0' to an iron rod; thence South 44 degrees 48' East, 172.29' to an iron rod; thence continue South 44 degrees 48' East, 90' more or less, to the waters of Pensacola Bay, said point hereinafter referred to as Point "A"; thence beginning again at the Point of Beginning; thence South 40 degrees 59' East, 210.11' to an iron rod; thence South 40 degrees 59' East, 90' more or less, to the waters of Pensacola Bay; thence Southwesterly along said waters to aforesaid Point "A".

Reserving as use for roadway and utility easement the following triangular portion of the above described parcel beginning at the iron rod at the Point of Beginning of the above described parcel; thence South 22 degrees 02' West, 12.81' to an iron rod; thence South 75 degrees 28' East, 19.93' to an iron rod; thence North 40 degrees 59' West, 22.17' to the Point of Beginning.

Together with any and all riparian and water rights affecting the said property.

Together with the right of access over, upon and across the following described strip of land, which is hereby declared to be a private road for the use of the Grantees herein, their heirs and assigns, and the other persons and parties owning land abutting and lying Southerly and Southeasterly of said strip of land, which is described as follows:

Begin at the Northwest corner of Lot Eleven (11) of Fisher Executors Subdivision, according to plat in Deed Book 89, at Page 52, of the Public Records of Escambia County, Florida; thence North 60 degrees East for 722' to the Point of Beginning; thence South 75 degrees East 31.0'; thence South 6 degrees 01' West for 71.5'; thence South 26 degrees 19' West, 100.5'; thence South 25 degrees 27' West for 100.3'; thence South 26 degrees 36' West for 100.2'; thence South 33 degrees 21' West for 100.2'; thence South 37 degrees 51' West for 101.0'; thence South 39 degrees 55' West for 101.0'; thence South 43 degrees 42' West for 102.0'; thence South 49 degrees 56' West for 108.0'; thence South 52 degrees 19' West for 112'; thence South 58 degrees 16' West for 118'; thence North 64 degrees 12' West to the South right of way line of the Frisco Railroad, as same exists this date; thence Easterly along the South right of way of said Frisco Railroad to the Point of beginning; said strip abutting and lying generally parallel to the said South right of way line of the Frisco Railroad.

Provided, however, the property over which the above right of way is granted, is subject to easement for right of way purposes set forth in Deed Book 439, at Page 259 and in Deed Book 442, at Page 262, of the Public Records of Escambia County, Florida.

PARCEL 2

That portion of Section 59, Township 2 South, Range 30 West, Escambia County, Florida, described as follows: Commencing at the Northwest corner of Lot 11, Fisher's Executor Subdivision, according to plat filed in Deed Book 89, at Page 52, of the Public Records of said County; thence North 60 degrees 48' East along the North line of said Lot 11, and the Easterly extension thereof for a distance of 722.00 feet; thence South 12 degrees 01' West for a distance of 67.60 feet; thence South 75 degrees 28' East for a distance of 25.96 feet; thence South 19 degrees 11' West for a distance of 27.37 feet; thence South 22 degrees 02' West for a distance of 125.00 feet to the Point of Beginning; thence South 28 degrees 12' West for a distance of 8.00 feet; thence South 47 degrees 27'55" East for a distance of 164.51 feet; thence North 44 degrees 48' West for a distance of 166.67 feet to the Point of Beginning.

10.00
This Instrument was Prepared By:
RICHARD M. COLBERT, ESQUIRE
Beach Title Services, LLC
4 Laguna Street, Ste. 101
Fort Walton Beach, FL 32548

STATE OF FLORIDA

COUNTY OF ESCAMBIA

ASSIGNMENT OF REAL ESTATE MORTGAGE

BEACH COMMUNITY BANK (the "Assignor"), being the owner of that certain Real Estate Mortgage (and the indebtedness secured thereby) made by BAYSHORE PLANTATION, LLC, a Florida limited liability company (the "Mortgagor"), in favor of Assignor dated March 13, 2006, recorded in Official Records Book 5861, Page 1354, Public Records of Escambia County, Florida, (the "Mortgage"), for \$10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, hereby assigns, sets over and transfers the Mortgage, and any and all notes, loan agreements, security agreements, financing statements, guaranties, and other documents or instruments evidencing, securing, or otherwise executed in connection with the indebtedness secured by the Mortgage (collectively the "Loan Documents") to JONESBORO BUILDING, LLC, a Nevada limited liability company (the "Assignee"), his heirs, successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all rights, privileges and improvements, tenements, hereditaments, and appurtenances appertaining thereto unto Assignee.

This Assignment is made by Assignor without recourse, except that Assignor hereby represents and warrants to Assignee:

- (i) The unpaid principal balance of the indebtedness secured by the Loan Documents is, as of the date hereof, \$457,396.30; and
- (ii) That Assignor has not transferred or released, directly or indirectly, any of its rights under the Loan Documents.

Assignor hereby covenants and agrees to execute and deliver to Assignee, on demand, at Assignee's cost and expense, all such other and further instruments, documents and assurances necessary in Assignee's opinion to ratify and confirm the foregoing Assignment.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer effective as of the 30TH day of September, 2011.

BEACH COMMUNITY BANK

By: [Signature]
BRIAN P. BELL
Its: Senior Vice President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30 day of September, 2011, by Brian P. Bell, the Senior Vice President of Beach Community Bank on behalf of the Bank. He (✓) is personally known to me, or () has shown me _____ as identification, and he did not take an oath.



[Signature]
NOTARY PUBLIC

(Print/Type Name)
Commission No.: _____
My Commission Expires: _____

27.00
THIS INSTRUMENT PREPARED BY:

Richard M. Colbert, Esquire
Beach Title Services, LLC
4 Laguna Street, Suite 101
Fort Walton Beach, FL 32548

STATE OF FLORIDA

COUNTY OF ESCAMBIA

COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS is made as of the date set forth below by JONESBORO BUILDING, LLC, a Nevada limited liability company (the "Assignor") in favor of BEACH COMMUNITY BANK (the "Assignee") for the following uses and purposes:

RECITALS:

A. Assignor is the payee and holder of, and has physical possession of, that certain Real Estate Mortgage (and the indebtedness secured thereby) made by BAYSHORE PLANTATION, LLC, a Florida limited liability company (the "Mortgage"), in favor of Assignee dated March 13, 2006, recorded in Official Records Book 5861, Page 1354, Public Records of Escambia County, Florida, as assigned by Assignor to Assignee pursuant to that certain Assignment of Real Estate Mortgage of even date herewith and recorded, or to be recorded, in the public records of Escambia County, Florida (the "Mortgage").

B. The Mortgage secures the indebtedness of Bayshore Plantation, LLC, a Florida limited liability company (the "Borrower") to Assignor as evidenced by that certain Promissory Note dated September 27, 2007, made by Borrower in favor of Assignee in the original principal amount of \$538,000.00, as endorsed and assigned by Assignor to Assignee on even date herewith (the "Note").

C. At the request of Assignor, Assignee has agreed to make a loan (the "Loan") to Assignor in the amount of Four Hundred Fifty Seven Thousand Three Hundred Ninety Six and 30/100ths Dollars (\$457,396.30), as evidenced by that certain Promissory Note of even date herewith made by Assignor in favor of Assignee in the original principal amount of Four Hundred Fifty Seven Thousand Three Hundred Ninety Six and 30/100ths Dollars (\$457,396.30), (the "Secured Note").

D. As security for the Loan, and for the purpose of and discharge of each obligation, covenant and agreement of Assignor contained herein, in the Secured Note, or in any other loan documents, further evidencing, securing or otherwise made in reference to, the Loan (the "Loan Documents"), Assignor has agreed to assign its rights under the Mortgage, Note, and any and all loan agreements, security agreements, financing statements, guarantees, and other documents or instruments evidencing, securing, or otherwise executed in connection with the indebtedness evidenced by the Note and secured by the Mortgage (collectively the "Collateral Documents") to Assignee.

NOW, THEREFORE, in consideration of the Loan and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, transfers, and assigns to Assignee, its successors and assigns, all of its rights, title and interest in and to the Collateral Documents for the purpose of securing the obligations of Assignor under the Secured Note, and for the purpose and discharge of each obligation, covenant and agreement of the Assignor contained herein, in the Secured Note, or in any of the Loan Documents (the "Secured Indebtedness").

2. Assignee agrees that upon the payment in full of the Secured Indebtedness, this Assignment shall become and be void and of no further force and effect.

3. The Assignor warrants that:

- (a) Assignor has made no other assignment of the Collateral Documents to any other person.
- (b) No events of default which have occurred under any of the Collateral Documents. All payments, installments and charges due and payable under the Collateral Documents to date have been paid.
- (c) Assignor has not done, or omitted to do, any acts so as to be estopped from exercising any of its rights under the Collateral Documents.
- (d) The aggregate unpaid principal balance of the Note assigned hereby, as of the date hereof, is \$457,396.30.
- (e) The indebtedness evidenced by the Note is the only indebtedness, obligation or liability secured by the Collateral Documents and the undersigned will not make any additional or future advances which would be secured by the Collateral Documents without the express written consent of Assignee.

(f) The Assignor is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment, or the performance of each and every covenant of the Assignor hereunder, or in the Collateral Documents.

(g) No action has been brought or threatened which would in any wise prohibit or impair the execution and delivery of this Assignment or the performance of each and every covenant of the Assignor hereunder or under the Collateral Documents.

4. At the request of Assignee, subject to paragraph 7 below, all payments due under the Notes during the term of this Assignment shall be made payable to Assignee and sent to the following address:

BEACH COMMUNITY BANK
33 West Garden Street
Pensacola, FL 32501

Assignor hereby authorizes and directs the maker or payor named in the Collateral Documents to pay over to the Assignee, upon demand by Assignee, all sums due under the Collateral Documents, and to continue to do so until otherwise notified by Assignee.

5. The Assignor agrees and covenants unto the Assignee as follows:

(a) The Assignor will: (i) fulfill, perform and observe each and every condition and covenant of the Assignor contained in the Collateral Documents; (ii) give prompt notice to the Assignee of any claim or default under any of the Collateral Documents; (iii) at the sole cost and expense of the Assignor, enforce the performance and observance of each and every covenant and condition of the Collateral Documents to be performed or observed by any other party to any of the Collateral Documents; and (iv) appear and defend any action growing out of or in any manner connected with any of Collateral Documents.

(b) Assignor will not: (i) modify the terms of the Collateral Documents without the prior written consent of Assignee, as determined in its sole discretion or (ii) waive, or release any person from the observance or performance of any obligation to be performed under the terms of the Collateral Documents.

(c) The rights assigned hereunder include all of the Assignor's right (i) to modify the Collateral Documents; (ii) to foreclose under any of the Collateral Documents and/or pursue any and all of the remedies provided by Florida law; and (iii) to waive, or release the performance or observance of any obligation or condition of the Collateral Documents.

Assignee and Assignor acknowledge and agree that Assignor intends to commence foreclosure proceedings under the Collateral Documents. In the event Assignee is successful in obtaining a final judgment of foreclosure, and is the successful bidder at the foreclosure sale, Assignee shall execute and record, simultaneously with the recording of any certificate of title for the property encumbered by the Collateral Documents in favor of Assignor, a mortgage and such other security documents as Assignee shall reasonably request. Assignor shall pay all costs and expenses incurred in connection with the preparation of, execution and recording of such mortgage and security documents, including, without limitation, Assignor's attorney's fees and costs, and the premium for Assignee's mortgage policy of title insurance.

6. All notices, consents, or other communications permitted or required to be given under this Agreement shall be given in writing and delivered in person or sent by certified mail, return receipt requested and postage prepaid, to the parties at the following addresses:

Assignor: JONESBORO BUILDING, LLC
212 W. Intendencia Street
Pensacola, FL 32502

Assignee: BEACH COMMUNITY BANK
33 West Garden Street
Pensacola, FL 32501

Notices delivered in person shall be effective when delivered. Notices forwarded by certified mail shall be deemed effective upon receipt, or in any event not later than ten (10) days after deposit in the United States mails, postage prepaid. If the last day for giving any notice or performing any act under the Agreement falls on a Saturday, Sunday, or on a day on which the United States Post Office is not open, the time shall be extended to the next day that is not a Saturday, Sunday or Post Office holiday. Any party wishing to change the person designated to receive any notice or the address for any notice may do so by complying with the notice provisions of this paragraph.

7. This Assignment shall be effective as of the date hereof, however, no right or power granted hereunder shall be exercised unless and until an event of default shall occur. Each of the following events shall constitute an "Event of Default" under this Assignment:

(i) should Assignor fail to make any payment due under the Secured Note or any other indebtedness of Assignor to the Assignee as and when the same become due and payable;

(i) should Assignor fail to perform or observe any covenant of the Assignor contained in this Assignment, under any of the Loan Documents, or under the Collateral Documents, when and as the same become due for performance; or

(ii) should any warranty of the Assignor herein contained, or contained in any of the Loan Documents, prove untrue or misleading.

8. Upon the occurrence of an Event of Default hereunder, Assignee shall be entitled to: (i) declare the total indebtedness secured hereby immediately due and payable; (ii) collect all amounts due and payable under the Collateral Documents and apply such amounts to the Secured Indebtedness as Assignee may, in its sole discretion, deem proper; (iii) proceed to perform any and all obligations of the Assignor contained in any of the Collateral Documents and exercise any and all rights of the Assignor therein contained as fully as the Assignor themselves could, and without regard to the adequacy or security for the Secured Indebtedness and with or without the bringing of any legal action or causing any receiver to be appointed by any court; and (iv) do all other acts which the Assignee may deem necessary and proper to protect its security. The Assignor hereby appoints the Assignee as its attorney-in-fact to take such actions, execute such documents, and perform such work, as Assignee may deem appropriate in the exercise of the rights and remedies of the Assignee herein granted. The Power of Attorney granted hereby shall be irrevocable and coupled with an interest and shall terminate only upon the payment of all sums due to the Assignee by the Assignor.

9. Should the Assignor fail to perform or observe any covenant or comply with any condition contained in any of the Collateral Documents, then the Assignee, but without the obligation to do so, without notice to or demand on the Assignor, and without releasing the Assignor from their obligation to do so, may perform such covenant or condition and, to the extent that Assignee shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, such costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment of such costs, monies or expenses thereof at the rate specified in the Secured Note.

10. The Assignee shall not be obligated to perform or discharge any obligation of the Assignor under any of the Collateral Documents. Assignee shall not have assumed any liability, unless specifically provided herein, as a result of this Assignment. Assignee does not assume any obligation of Assignors under the Collateral Documents by this Assignment. The Assignor agrees to protect, indemnify and save harmless Assignee from and against all liabilities, obligations, claims, damages, penalties, causes of actions, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by Assignee by reason of this Assignment in any claim and demand whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking to be performed or discharged by Assignee under this Assignment. In the event Assignee incurs liability, loss or damage by reason of this Assignment, in securing any default or breach by Assignor of their obligations under the Collateral Documents, or in the defense of any claims or demands arising out of or in connection with this Assignment, the amount of such liability, loss or damage shall be added to the Secured Indebtedness and bear interest at the rate specified in the Secured Note.

11. Assignor agrees to execute upon the request of Assignee any and all instruments requested by Assignee to carry out these presents, or to accomplish any other purpose deemed by Assignee to be necessary, or appropriate, in connection with these presents.

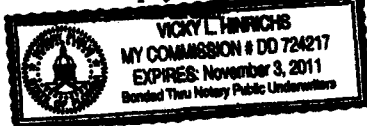
12. This instrument is also a security agreement under the Uniform Commercial Code and vests Assignee, in addition to the other rights and privileges herein contained, all of the rights, powers, and privileges of a secured party under the Uniform Commercial Code in effect in the State of Florida.

IN WITNESS WHEREOF, Assignor has signed and sealed this Collateral Assignment of Notes, Mortgage and Loan Documents as of this 30th day of September, 2011.

ASSIGNOR:
JONESBORO BUILDING, LLC, a Nevada Limited
Liability company
By: [Signature]
CHARLES S. LIBERIS, JR.
Its Managing Member

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of September, 2011, by Charles S. Liberis, Jr., as Managing Member of Jonesboro Building, LLC, a Nevada Limited Liability company on behalf of the company who (X) as known to me () has presented _____ as identification. He did



Vicky L. Hinrichs
Notary Public
Vicky L. Hinrichs
(Type/print name)
Commission No.: 11/3/2011
Commission Expires:

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

9000018359

PAY

*THIRTY EIGHT THOUSAND SIX HUNDRED FIFTY TWO AND 96/100

JANET HOLLEY TAX COLLECTOR

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

DATE

03/26/2013

AMOUNT

38,652.96

Pam Childers
PAM CHILDERS, CLERK OF COURT & COMPTROLLER



⑈9000018359⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018359

Date	Case Number	Description	Amount
03/26/2013	2010 TD 003886	PAYMENT TAX DEEDS	6,786.04
03/26/2013	2010 TD 011036	PAYMENT TAX DEEDS	5,081.00
03/26/2013	2010 TD 005438	PAYMENT TAX DEEDS	20,148.85
03/26/2013	2010 TD 004280	PAYMENT TAX DEEDS	3,367.62
03/26/2013	2010 TD 003851	PAYMENT TAX DEEDS	3,269.45

Shirley Rich

27 March 2013 9000018359

Check: 9000018359 03/26/2013 JANET HOLLEY TAX COLLECTOR

Check Amount: 38,652.96

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

9000018345

PAY

*ONE THOUSAND FIVE HUNDRED NINETY NINE AND 19/100

CHARLES LIBERIS

TO THE ORDER OF CHARLES LIBERIS
212 WEST INTENDENCIA
PENSACOLA, FL 32502

DATE

AMOUNT

03/26/2013

1,599.19

Pam Childers
PAM CHILDERS, CLERK OF COURT & COMPTROLLER



⑈9000018345⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018345

Date	Case Number	Description
03/26/2013	2010 TD 005438	PAYMENT TAX DEEDS

Amount
1,599.19

9000018345

Check: 9000018345 03/26/2013 CHARLES LIBERIS

Check Amount: 1,599.19

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

9000018370

PAY

*FIVE HUNDRED FORTY TWO AND 88/100

TC12 LLC

TO THE TC12 LLC
ORDER P O BOX 3385
OF TAMPA, FL 33601

DATE

AMOUNT

03/26/2013

542.88

Pam Childers
PAM CHILDERS, CLERK OF COURT & COMPTROLLER



⑈9000018370⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

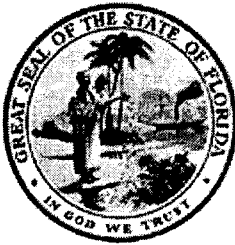
9000018370

<u>Date</u>	<u>Case Number</u>	<u>Description</u>	<u>Amount</u>
03/26/2013	2010 TD 005438	PAYMENT TAX DEEDS	542.88

9000018370

Check: 9000018370 03/26/2013 TC12 LLC

Check Amount: 542.88



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 084144000 Certificate Number: 005438 of 2010

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="07/01/2013"/>	Redemption Date <input type="text" value="03/25/2013"/>
Months	<input type="text" value="9"/>	<input type="text" value="5"/>
Tax Collector	<input type="text" value="\$18,731.49"/>	<input type="text" value="\$18,731.49"/>
Tax Collector Interest	<input type="text" value="\$2,528.75"/>	<input type="text" value="\$1,404.86"/>
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$12.50"/>
Total Tax Collector	<input type="text" value="\$21,272.74"/>	<input type="text" value="\$20,148.85"/>
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="\$325.00"/>	<input type="text" value="\$325.00"/>
App. Fee Interest	<input type="text" value="\$68.18"/>	<input type="text" value="\$37.88"/>
Total Clerk	<input type="text" value="\$573.18"/>	<input type="text" value="\$542.88"/>
Postage	<input type="text" value="\$24.44"/>	<input type="text" value="\$24.44"/>
Researcher Copies	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Total Redemption Amount	<input type="text" value="\$21,880.36"/>	<input type="text" value="\$20,726.17"/>
	Repayment Overpayment Refund Amount	<input type="text" value="\$1,154.19 + 120 + 325 = 1,599.19"/>

Notes ☐ ACTUAL SHERIFF \$40.00 COM FEE \$18.50
 1/14/2013 Karen from Beach Community Bank called for
 redemption quote..mva

Submit

Reset

Print Preview

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1494663	Receipt Date	03/25/2013

Case Number 2010 TD 005438

Description TC12 LLC BUYTHISTAXLIEN.COM VS

Action TAX DEED REDEMPTION

Judge

Received From CHARLES LIBERIS

On Behalf Of TC12 LLC BUYTHISTAXLIEN.COM

Total Received	21,880.36
Net Received	21,880.36
Change	0.00

Receipt Payments	Amount	Reference Description
Check	21,880.36	062343

Receipt Applications	Amount
Holding	21,845.92
Service Charge	34.44

Deputy Clerk: mavila Transaction Date 03/25/2013 09:37:24

Comments

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: 084144000 Certificate Number: 005438 of 2010**

**Payor: CHARLES LIBERIS 212 W INTENDENCIA ST PENSACOLA, FL 32502 Date
03/25/2013**

Clerk's Check #	62343	Clerk's Total	\$573.18
Tax Collector Check #	1	Tax Collector's Total	\$21,272.74
		Postage	\$24.44
		Researcher Copies	\$10.00
		Total Received	\$21,880.36

**PAM CHILDERS
Clerk of the Circuit Court**

Received By:
Deputy Clerk

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

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

Case # 2010 TD 005438

Redeemed Date 03/25/2013

Name CHARLES LIBERIS 212 W INTENDENCIA ST PENSACOLA, FL 32502

Clerk's Total = TAXDEED	\$573.18
Due Tax Collector = TAXDEED	\$21,272.74
Postage = TD2	\$24.44
ResearcherCopies = TD6	\$10.00

Apply Docket Codes

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1468559 Date: 11/02/2012 Receipt 1468559 reversed by 1468712 on 11/05/2012. Receipt: 1468747 Date: 11/05/2012	341.00	0.00	
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1468559 Date: 11/02/2012 Receipt 1468559 reversed by 1468712 on 11/05/2012. Receipt: 1468747 Date: 11/05/2012	60.00	0.00	
11/21/2012	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
01/28/2013	TD82	O & E REPORT	0.00	0.00	
02/12/2013	TAXDEED	TAX DEED CERTIFICATES(LONG LEGAL) Receipt: 1488138 Date: 02/12/2013	104.00	0.00	
03/25/2013	TD6	TITLE RESEARCHER COPY CHARGES	10.00	10.00	
03/25/2013	TD2	POSTAGE TAX DEEDS	24.44	24.44	
03/25/2013	TAXDEED	TAXDEED Due Tax Collector	21,272.74	21,272.74	
03/25/2013	TAXDEED	TAXDEED Clerk's Total	573.18	573.18	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$94.44	\$60.00	\$0.00	\$34.44
2	Holding	\$22,290.92	\$445.00	\$0.00	\$21,845.92
	TOTAL	\$22,385.36	\$505.00	\$0.00	\$21,880.36

DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER

DOCUMENT CONTAINS 2 COLOR BACKGROUND VISIBLE FIBERS, TONER GRIP, AND WATERMARK PAPER. HOLD TO LIGHT TO VIEW

REMITTER CHARLES LIBERTIS

PAY TO THE ORDER OF

EXACTLY **21,880 AND 36/100 DOLLARS

CLERK OF THE COURT

REF#08-44144-000 PROP TAX 09-11

Servis 1st Bank

Birmingham, Alabama
205-449-0302

Official Check

Date: 3/22/13

Branch: 0200

062343

\$21,880.36

⑈0000062343⑈ ⑆062006505⑆ 2000010⑈

John J. Fendley



HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1488138	Receipt Date	02/12/2013

Case Number 2010 TD 005438

Description TC12 LLC BUYTHISTAXLIEN.COM VS

Action TAX DEED APPLICATION

Judge

Received From TC 12, LLC

On Behalf Of TC12 LLC BUYTHISTAXLIEN.COM

Total Received	104.00
Net Received	104.00
Change	0.00

Receipt Payments	Amount	Reference Description
Check	104.00	0317990

Receipt Applications	Amount
Holding	104.00

Deputy Clerk: mavila Transaction Date 02/12/2013 08:53:02

Comments

File # 13-465
 Cert # 05438 / 1010

LEGAL DESCRIPTION

BEG AT NW COR OF LT 11 FISHER EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E ALG N LI OF LT 11 AND ELY EXTEN OF LT 722 FT S 12 DEG 1 MIN W 67 7/10 FT S 75 DEG 28 MIN E 25 95/100 FT S 19 DEG 21 MIN W 27 37/100 FT FOR POB S 22 DEG 2 MIN W 125 FT S 44 DEG 48 MIN E 172 29/100 FT CONTINUE S 44 DEG 48 MIN E 90 FT TO PENSACOLA BAY AND POINT A BEG AGAIN AT POB S 40 DEG 59 MIN E 210 11/100 FT S 40 DEG 59 MIN E 90 FT TO BAY SWLY ALG BAY TO POINT A AND ALL RIPARIAN WATER RIGHTS AND ALSO BEG AT NW COR OF LT 11 FISHERS EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E ALG N LI OF LT 11 AND ELY EXTENSION 722 FT S 12 DEG 01 MIN W 67 70/100 FT S 75 DEG 28 MIN E 25 95/100 FT S 19 DEG 11 MIN W 27 37/100 FT S 22 DEG 02 MIN W 125 FT TO POB S 28 DEG 12 MIN W 8 FT S 47 DEG 27 MIN 55 SEC E 164 51/100 FT N 44 DEG 48 MIN W 166 67/100 FT TO POB OR S 861 P 1352 CA 193

Quote
325



Chris Jones

Escambia County Property Appraiser

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[Tangible Property Search](#)
[Amendment 1 Calculations](#)
[Back](#)

[Navigate Mode](#)
[Account](#)
[Reference](#)

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General Information	
Reference:	592S302100009001
Account:	084144000
Owners:	BAYSHORE PLANTATION LLC
Mail:	PO BOX 940 GULF BREEZE, FL 32562
Situs:	101 BAYSHORE DR 32507
Use Code:	VACANT RESIDENTIAL
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2012 Certified Roll Assessment	
Improvements:	\$0
Land:	\$278,621
Total:	\$278,621
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2006	5861	1352	\$600,000	WD	View Instr
01/2003	5046	597	\$300,000	WD	View Instr
11/1991	3096	924	\$100	WD	View Instr
05/1981	1601	134	\$100	QC	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2012 Certified Roll Exemptions	
None	
Legal Description	
BEG AT NW COR OF LT 11 FISHER EXECUTOR S/D PLAT DB 89 P 52 N 60 DEG 48 MIN E ALG N LI OF LT AND ELY...	
Extra Features	
None	

Parcel Information

[Restore Map](#)
[Get Map Image](#)
[Launch Interactive Map](#)

Section Map

Id:

CA193

Approx.
Acreage:

0.8000

Zoned:

R-4

Buildings
Images



10/26/12

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.

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1468559	Receipt Date	11/02/2012
Case Number	2010 TD 005438		
Description	TC12 LLC BUYTHISTAXLIEN.COM VS		
Action	TAX DEED APPLICATION		
Judge			
Received From	TC12 LLC BUYTHISTAXLIEN.COM		
On Behalf Of	TC12 LLC BUYTHISTAXLIEN.COM		

Total Received	401.00
Net Received	401.00
Change	0.00

Receipt Payments	Amount	Reference Description
Check	401.00	3057
Receipt Applications	Amount	
Holding	341.00	
Service Charge	60.00	

Deputy Clerk: mkj Transaction Date 11/02/2012 14:54:07

Comments