

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 006665



00045239728

Dkt: TD83 Pg#:

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Original Documents Follow

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

4/5/2012

FULL LEGAL DESCRIPTION
Parcel ID Number: 09-4537-170

April 17, 2012
Tax Year: 2009
Certificate Number: 6665

BEG AT SE COR OF GOVT LT 4 N 0 DEG E 155 FT FOR POB CONT N 0 DEG E 672 81/100 FT W 903 84/100 FT S 11 DEG 47 MIN 0 SEC E 116 FT S 51 DEG 13 MIN 0 SEC W 11 FT S 33 DEG 51 MIN 26 SEC E 296 96/100 FT S 42 DEG 7 MIN 2 SEC E 409 30/100 FT N 89 DEG 52 MIN 34 SEC E 449 37/100 FT TO POB OR 4113 P 845 LESS MINERAL RIGHTS

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**PPF HOLDINGS III LTD.
C/O US BANK AS CUSTODIAN
CINCINNATI, Ohio, 45264-5051**

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
6665	09-4537-170	06/01/2010	21-2S3-143 BEG AT SE COR OF GOVT LT 4 N 0 DEG E 155 FT FOR POB CONT N 0 DEG E 672 81/100 FT W 903 84/100 FT S 11 DEG 47 MIN 0 SEC E 116 FT S 51 DEG 13 MIN 0 SEC W 11 FT S 33 DEG 51 MIN 26 SEC E 296 96/100 FT S 42 DEG 7 MIN 2 SEC E 409 30/100 FT N 89 DEG 52 MIN 34 SEC E 449 37/100 FT TO POB OR 4113 P 845 LESS MINERAL RIGHTS

2011 TAX ROLL

D & W INVESTORS INC
1000 S FAIRFIELD DR # 51
PENSACOLA , Florida 32506

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.

tda2012 (Taimur Jamil)

Applicant's Signature

04/05/2012

Date

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



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Case: 2010 TD 006665



00064301301

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.: 9243

May 18, 2012

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 05-17-1992, through 05-17-2012, and said search reveals the following:

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

D and W Investors, 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: 

May 18, 2012

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 9243

May 18, 2012

212S314301004001 - Full Legal Description

BEG AT SE COR OF GOVT LT 4 N 0 DEG E 155 FT FOR POB CONT N 0 DEG E 672 81/100 FT
W 903 84/100 FT S 11 DEG 47 MIN 0 SEC E 116 FT S 51 DEG 13 MIN 0 SEC W 11 FT S 33 DEG
51 MIN 26 SEC E 296 96/100 FT S 42 DEG 7 MIN 2 SEC E 409 30/100 FT N 89 DEG 52 MIN 34
SEC E 449 37/100 FT TO POB OR 4113 P 845 LESS MINERAL RIGHTS

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 9243

May 18, 2012

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

1. Mortgage executed by D and W Investors, Inc. to Coastal Bank & Trust formerly Bank of Penscola, dated 06/17/2005 and recorded in Official Record Book 5664 on page 1113 of the public records of Escambia County, Florida. given to secure the original principal sum of \$1,120,000.00 Mortgage Modification in O.R. Book 6550, page 1611. Assignment of Rents and Leases recorded in O.R. Book 5664, page 1126. UCC-1 Financing Statement recorded in O.R. Book 5664, page 1131, and Continuation recorded in O.R. Book 6591, page 1483.

2. Taxes for the year 2009-2010 delinquent. The assessed value is \$630,832.00. Tax ID 09-4537-170.

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: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-6-2012

TAX ACCOUNT NO.: 09-4537-170

CERTIFICATE NO.: 2010-6665

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.

D and W Investors, Inc.
Attn: John P. Daniel
P.O. Box 12950
Pensacola, FL 32590-2950
and
1000 S. Fairfield Dr. #51
Pensacola, FL 32506

Coastal Bank & Trust
formerly Bank of Pensacola
125 W. Romana Street, 4th Floor
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 21st day of May, 2012.

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.

10.50

This Document Prepared By:
John W. Monroe, Jr.
EMMANUEL, SHEPPARD & CONDON
30 SOUTH SPRING STREET
PENSACOLA, FL 32501

OR BK 4113 P80845
Escambia County, Florida
INSTRUMENT 97-372996

DEED DOC STAMPS PD @ ESC CO \$6076.00
03/27/97 ERNIE LEE WINGARD, CLERK
By: *[Signature]*

10.50
6076.00

Parcel ID Number: 21-2S-31-4301-003-001
Grantee #1 TIN:

Warranty Deed

This Indenture, Made this 19th day of March, 1997 A.D., Between John R. Orlando and Karen L. Orlando, husband and wife,

, grantors, and D AND W INVESTORS, INC., a corporation existing under the laws of the state of Florida

whose address is: P. O. Box 12950, Pensacola, Florida 32576

, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of ----- TEN & NO/100(\$10.00) ----- 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 GRANTEE'S successors and assigns forever, the following described land, situate, lying and being in the County of Escambia State of Florida to wit:
FOR LEGAL DESCRIPTION, SEE THE ATTACHED EXHIBIT "A", CONSISTING OF ONE PAGE AND MADE A PART HEREOF BY REFERENCE.

There is expressly excepted from the warranties herein contained all easements and restrictions of record, if any, and ad valorem real property taxes for the year 1997 and subsequent years.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.
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]
Printed Name: John W. Monroe, Jr.
Witness as to Both
[Signature]
Printed Name: Mary K. Kheel
Witness as to Both

[Signature] (Seal)
John R. Orlando
P.O. Address 227 Sabine Drive, Pensacola Beach, FL 32561
[Signature] (Seal)
Karen L. Orlando
P.O. Address 227 Sabine Drive, Pensacola Beach, FL 32561

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19th day of March, 1997 by John R. Orlando and Karen L. Orlando, husband and wife,

who are personally known to me or who have produced their _____ as identification.

JOHN W. MONROE, JR.
Notary Public, State of FL
Comm. Exp. June 27, 1999
Comm. No. CC469535

[Signature]
Printed Name: John W. Monroe, Jr.
NOTARY PUBLIC
My Commission Expires:

OR BK 4113 P60846
Escambia County, Florida
INSTRUMENT 97-372996

EXHIBIT "A"

RCD Mar 27, 1997 04:35 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-372996

Parcel One

A parcel of land lying in Government Lot 4, Section 21, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly described as follows: Commence at the Southeast corner of Government Lot 4; thence N00°00'00"E a distance of 155.00 feet for the Point of Beginning; thence continue N00°00'00"E for a distance of 672.81 feet; thence West for a distance of 903.84 feet; thence S11°47'00"E for a distance of 116.00 feet; thence S51°13'00"W for a distance of 11.00 feet; thence S33°51'26"E for a distance of 296.96 feet; thence S42°07'02"E for a distance of 409.30 feet; thence N89°52'34"E for a distance of 449.37 feet to the Point of Beginning.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
R. Andrew Kent, Esq.
Beggs & Lane, LLP
P. O. Box 12950
Pensacola, FL 32591-2950
(850) 432-2451

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Mortgage and Security Agreement (With Assignment of Rents and Leases)

THIS MORTGAGE, made as of the 17th day of June, 2005, by and between **D and W INVESTORS, INC.**, a Florida corporation, whose address is 501 Commendancia Street, Pensacola, Florida 32502 (hereinafter called "Mortgagor") and **BANK OF PENSACOLA**, a Florida banking corporation, whose address is 125 West Romana Street, Pensacola, Florida 32502 (hereinafter called "Mortgagee").

WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of **ONE MILLION ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$1,120,000.00)**, together with interest thereon as evidenced by that certain promissory note (the "Note", which term shall include any modification, renewal, extension or alteration thereof hereafter executed) dated of even date, the final payment of which is due on or before **June 17, 2010**.

NOW THEREFORE, in consideration of the premises, and to secure (i) the payment of the debt evidenced by the Note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (such debt or any part thereof, interest thereon, and any extensions and renewals thereof is hereinafter referred to as the "Debt"), (ii) the payment and performance of any guaranty of Mortgagor of all or any portion of the Debt, and the payment and performance by Mortgagor of any security agreement, pledge or other instrument executed by Mortgagor securing all or any portion of the Debt, and any extensions, renewals or modifications of any of the foregoing, and (iii) the compliance with all the covenants, agreements and stipulations of this Mortgage, Mortgagor does hereby grant, bargain, sell, assign, mortgage and convey unto Mortgagee, and where applicable, grant a security interest in:

1. THE MORTGAGED PROPERTY

1.1 All of the land in Escambia County, Florida, described as follows:

PLEASE SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

together with each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance there unto belonging or in anywise appertaining, and any and all reversions, remainders, estates, rights, title, interests and claims of any Mortgagor whatsoever in law as well as in equity in and to all or any part of the foregoing (the "Lands"), any and all buildings and other improvements now or hereafter located on any part thereof (the "Improvements") and any fixtures now or hereafter located on the Lands or affixed to the Improvements (the "Fixtures");

1.2 All fixtures, appliances, machinery, furniture, furnishings, apparatus, equipment and other articles of personal property of any nature whatsoever owned by Mortgagor now or at any time hereafter and now or hereafter installed in, attached to or situated in or upon the Property or the Improvements, or used or intended to be used in connection with the Property or in the operation, occupancy, use, maintenance or enjoyment of any of the Improvements now or hereafter erected thereon or relating or appertaining thereto, whether or not such personal property is or shall be affixed thereto, including without limitation all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, ranges, ovens, ice boxes, refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto; together with Mortgagor's entire right, title and interest as lessee under any and all leases and use agreements for the leasing or use of any of the foregoing, whether new existing or hereafter entered into; and all proceeds and products thereof (including without limitation condemnation awards and

(WHETHER AS MAKER, CO-MAKER, GUARANTOR, SURETY OR ENDORSER) (COLLECTIVELY, THE "OBLIGORS") HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE THAT:

(1) MORTGAGOR AND THE OBLIGORS WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSSCLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS, AND NEITHER THE MORTGAGOR, NOR MORTGAGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSS-CLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS.

(2) NEITHER THE MORTGAGOR, NOR MORTGAGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK TO CONSOLIDATE ANY CLAIM AS TO WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY CLAIM IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(3) THE PROVISIONS OF THIS SECTION 5.7 HAVE BEEN FULLY NEGOTIATED BY MORTGAGEE, MORTGAGOR AND THE OTHER OBLIGORS, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS.

(4) NEITHER MORTGAGEE NOR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR OTHER REPRESENTATIVE OF MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO MORTGAGOR OR ANY OTHER OBLIGOR THAT THE PROVISIONS OF THIS SECTION 5.7 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(5) THIS SUBSECTION 5.7 IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE LOAN AND OTHER TRANSACTIONS EVIDENCED BY THIS MORTGAGE AND THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed and delivered this instrument as of the date and year first above written.

Signed, sealed and delivered in the presence of:

Colleen WRAGG
Print Name: Colleen WRAGG
Lisa M. Underwood
Print Name: Lisa M. Underwood

MORTGAGOR:

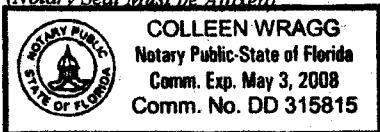
D and W INVESTORS, INC.,
a Florida corporation

By: John P. Daniel, Vice-President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of June, 2005, by John P. Daniel, as Vice-President of D and W Investors, Inc., a Florida corporation, on behalf of said corporation. Said person did not take an oath and produced his current Florida driver's license as identification.

(Notary Seal Must be Affixed)



Colleen WRAGG
Signature of Notary

EXHIBIT A

RECORDED AS RECEIVED

Parcel One

A parcel of land lying in Government Lot 4, Section 21, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly described as follows: Commence at the Southeast corner of Government Lot 4; thence $N00^{\circ}00'00''E$ a distance of 155.00 feet for the Point of Beginning; thence continue $N00^{\circ}00'00''E$ for a distance of 672.81 feet; thence West for a distance of 903.84 feet; thence $S11^{\circ}47'00''E$ for a distance of 116.00 feet; thence $S51^{\circ}13'00''W$ for a distance of 11.00 feet; thence $S33^{\circ}51'26''E$ for a distance of 296.96 feet; thence $S42^{\circ}07'02''E$ for a distance of 409.30 feet; thence $N89^{\circ}52'34''E$ for a distance of 449.37 feet to the Point of Beginning.

Parcel Two

A parcel of land lying in Government Lot 4, Section 21, Township 2 South, Range 31 West, Escambia County, Florida, being more particularly described as follows: Commence at the Southeast corner of Government Lot 4 said point being also the Point of Beginning; thence West along Northerly right of way of Fairfield Drive (100' R/W) for a distance of 390.50 feet; thence $N44^{\circ}55'56''W$ for a distance of 482.37 feet to a point in a curve concave to the East, (said curve having a radius of 1913.96 feet, delta angle of $11^{\circ}30'42''$, chord distance of 383.90 feet, chord-bearing $N39^{\circ}10'35''W$); thence Northwest along the arc of said curve a distance of 384.55 feet; thence $N51^{\circ}13'00''E$ for a distance of 109.00 feet; thence $S33^{\circ}51'26''E$ for a distance of 296.96 feet; thence $S42^{\circ}07'02''E$ for a distance of 409.30 feet; thence $N89^{\circ}52'34''E$ for a distance of 449.37 feet; thence $S00^{\circ}00'00''W$ for a distance of 155.00 feet to the Point of Beginning. Said parcel being in area of 3.00 acres, more or less.

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
David B. Taylor, Esq.
Beggs & Lane, LLP
P. O. Box 12950
Pensacola, FL 32591-2950
(850) 432-2451

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**RATIFICATION OF MORTGAGE AND SECURITY AGREEMENT
AND ASSIGNMENT OF LEASES**

THIS RATIFICATION OF MORTGAGE AND SECURITY AGREEMENT and ASSIGNMENT OF RENTS AND LEASES is made this 15th day of January, 2010, but shall be effective as of June 17, 2005, by **J. NIXON DANIEL, III, JOHN P. DANIEL and D and W INVESTORS, INC.**, a Florida corporation, whose address is 501 Commendancia Street, Pensacola, Florida 32502 (hereinafter referred to individually and collectively as "Mortgagor"), to and in favor of **COASTAL BANK AND TRUST (f/k/a Bank of Pensacola)**, a Florida banking corporation, whose address is 125 West Romana Street, Pensacola, Florida 32502 (hereinafter referred to as "Lender").

ARTICLE I - BACKGROUND AND CONSIDERATION

1.1 **Background.** On June 17, 2005, 95, Lender made a certain loan (the "Loan") to D and W Investors, Inc., a Florida corporation ("Borrower"), in the original principal amount of \$1,120,000.00, which Loan is evidenced by that certain promissory note dated June 17, 2005, executed by Borrower in favor of Lender in the original principal amount of \$1,120,000.00 (the "Note"). The Note is secured by that certain Mortgage and Security Agreement of even date therewith executed by Borrower recorded in O.R. Book 5664, Page 1113, of the public records of Escambia County, Florida (the "Mortgage") and by that certain Assignment of Rents and Leases of even date therewith executed by Borrower recorded in O.R. Book 5664, Page 1126, of the public records of Escambia County, Florida (the "Assignment"). The Loan is guaranteed by those certain Guaranties dated June 17, 2005 executed by J. Nixon Daniel, III, and John P. Daniel, respectively (the "Guaranties"). Due to a scrivener's error and mutual mistake of the parties, J. Nixon Daniel, III and John P. Daniel, as fee simple owners of Parcel Two as described in Exhibit "A" to the Mortgage and Assignment, inadvertently failed to join in and execute the Mortgage and the Assignment. The purpose of this Ratification is to correct such error.

1.2 **Consideration.** For and in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the undersigned parties hereto do hereby agree as set forth hereinbelow.

THIS INSTRUMENT IS A CORRECTIVE INSTRUMENT THAT CORRECTS A SCRIVENER'S ERROR AND MUTUAL MISTAKE IN THE MORTGAGE AND ASSIGNMENT REFERENCED ABOVE. PROPER DOCUMENTARY STAMP TAX AND INTANGIBLE TAX WAS PAID UPON THE RECORDING OF THE MORTGAGE REFERENCED ABOVE, AND THIS INSTRUMENT DOES NOT MODIFY THE ORIGINAL CONTRACTUAL OBLIGATIONS OF THE ORIGINAL PROMISSORY NOTE SECURED BY SUCH MORTGAGE NOR INCREASE OR ENLARGE THE ORIGINAL INDEBTEDNESS EVIDENCED THEREBY IN ANY WAY. ACCORDINGLY, THIS INSTRUMENT IS EXEMPT FROM DOCUMENTARY STAMP TAX PURSUANT TO FLA. STAT. SECTION 201.09, AND FROM INTANGIBLE TAXES PURSUANT TO FLA. STAT. SECTION 199.145.

ARTICLE II - RATIFICATION

2.1 Ratification. J. Nixon Daniel, III and John P. Daniel hereby join in, ratify, affirm and confirm the Mortgage and the Assignment in all respects, as fully and to the same extent as if they and each of them had executed and delivered the Mortgage and the Assignment on June 17, 2005. Without limiting the generality of the foregoing, J. Nixon Daniel, III and John P. Daniel expressly acknowledge and agree that they and each of them are bound all terms and provisions of the Mortgage and the Assignment, and that the Mortgage and Assignment secure not only the Note and Loan but also the Guaranties.

2.2 Consent. D and W Investors, Inc. hereby consents to this Ratification, and does hereby ratify, affirm and confirm the Mortgage and the Assignment in all respects.

ARTICLE III - MISCELLANEOUS

3.1 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their respective heirs, successors, successors-in-title and assigns.

3.2 Miscellaneous. All personal pronouns used herein whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections as set forth herein are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof.

3.3 Severability. In the event any terms, items or provisions contained in this Agreement are in conflict with the laws of the State of Florida, this Agreement shall be affected only as to its application to such terms, items or provisions and shall in all other respects remain in full force and effect.

3.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned Mortgagor has executed and delivered this instrument as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Colleen WEAGG
Print Name: Colleen WEAGG

Lisa M. Underwood
Print Name: Lisa M. Underwood

Colleen WEAGG
Print Name: Colleen WEAGG

Lisa M. Underwood
Print Name: Lisa M. Underwood

Colleen WEAGG
Print Name: Colleen WEAGG

Lisa M. Underwood
Print Name: Lisa M. Underwood

D AND W INVESTORS, INC.
a Florida corporation

By: J. Nixon Daniel, III
J. Nixon Daniel, III, President

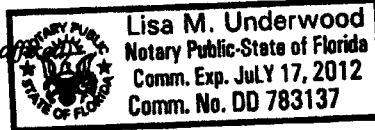
J. Nixon Daniel, III
J. NIXON DANIEL, III

John P. Daniel
JOHN P. DANIEL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2010, by J. Nixon Daniel, III as the President of D and W Investors, Inc., a Florida corporation, on behalf of the corporation. Said person is personally known to me.

(Notary Seal must be affixed)

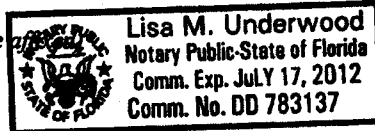


Lisa M Underwood
Signature of Notary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2010, by J. Nixon Daniel, III. Said person is personally known to me.

(Notary Seal must be affixed)

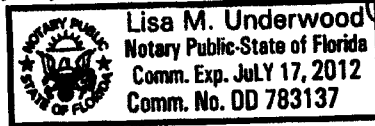


Lisa M Underwood
Signature of Notary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15th day of January, 2010, by John P. Daniel. Said person is personally known to me.

(Notary Seal must be affixed)



Lisa M Underwood
Signature of Notary



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:	2125314301004001
Account:	094537170
Owners:	D & W INVESTORS INC
Mail:	1000 S FAIRFIELD DR # 51 PENSACOLA, FL 32506
Situs:	1000 S FAIRFIELD DR 32506
Use Code:	PARKING/MH PARK <input type="checkbox"/>
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
Improvements:	\$419,078
Land:	\$211,754
Total:	\$630,832
Save Our Homes:	\$0
Disclaimer	
Amendment 1 Calculations	

Sales Data					Official Records (New Window)
Sale Date	Book	Page	Value	Type	
03/1997	4113	845	\$868,000	WD	View Instr
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

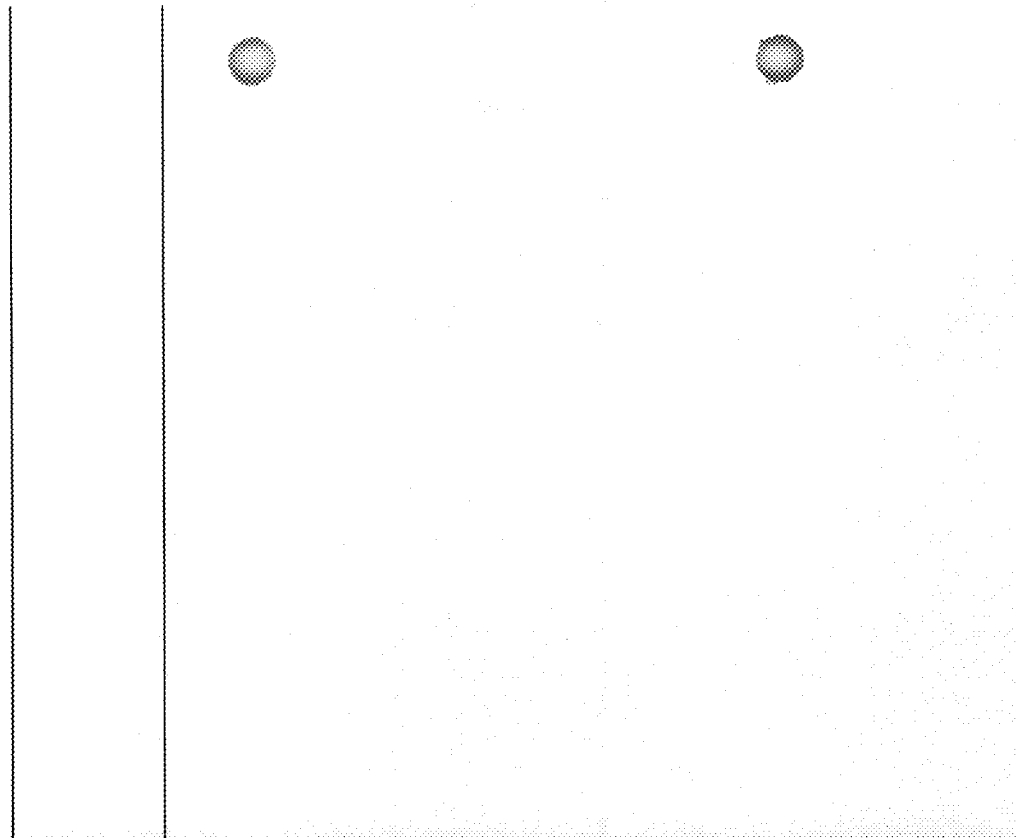
2011 Certified Roll Exemptions	
None	
Legal Description	<input type="checkbox"/>
BEG AT SE COR OF GOVT LT 4 N 0 DEG E 155 FT FOR POB CONT N 0 DEG E 672 81/100 FT W 903 84/100 FT S 11 DEG...	
Extra Features	
MOBILE HOME SITE VALUE	

Parcel Information [Aerial Map](#) [Get Map Image](#) [Launch Interactive Map](#)

Section Map Id:
21-25-31-1

Approx. Acreage:
11.3600

Zoned:
C-1



Buildings

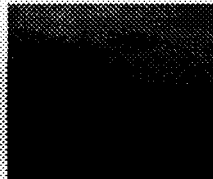
Images



4/30/08



5/22/09



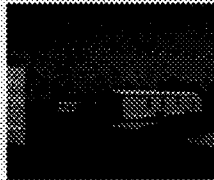
7/19/07



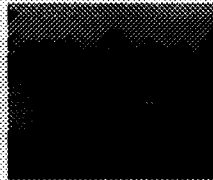
7/19/07



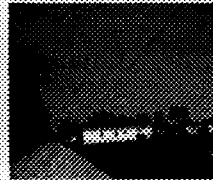
5/22/09



4/30/08



7/19/07



5/7/10

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.

THE REVERSE SIDE OF THIS DOCUMENT PROVIDES DISCLOSURES, ENDORSEMENTS, AND OTHER INFORMATION. PLEASE REVIEW CAREFULLY.

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
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

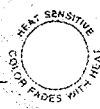
9000015802

PAY *FIFTY SIX THOUSAND SIX HUNDRED NINETY EIGHT AND 57/100
JANET HOLLEY TAX COLLECTOR

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

DATE 05/01/2012
AMOUNT 56,698.57

Ernie Lee Magaha
ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000015802⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000015802

Date	Case Number	Description	Amount
05/01/2012	2010 TD 005164	PAYMENT TAX DEEDS	2,837.94
05/01/2012	2010 TD 006665	PAYMENT TAX DEEDS	44,935.62
05/01/2012	2010 TD 006003	PAYMENT TAX DEEDS	4,205.63
05/01/2012	2010 TD 012173	PAYMENT TAX DEEDS	4,719.38

9000015802

Check: 9000015802 05/01/2012 JANET HOLLEY TAX COLLECTOR Check Amount: 56,698.57

*Janet M.
5-1-12*

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
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

5/1/2012

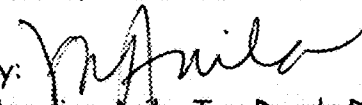
PPF HOLDINGS III LTD
C/O US BANK AS CUSTODIAN
PO BOX 645051
CINCINNATI, OH 45264

Dear Certificate Holder:

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

Tax Cert. #	Account #	Sale	Appl. Fees	Interest	Total
12173/2010	15-4133-000	9/04/2012	401.00	0	401.00
05164/2010	08-0960-340	8/06/2012	401.00	0	401.00
06003/2010	09-1280-000	8/06/2012	401.00	0	401.00
06665/2010	09-4537-170	8/06/2012	401.00	0	401.00
TOTAL				\$1,604.00	

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

By: 
Maryline Avila, Tax Deeds Division

Enclosure

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA

9000015807

63-27
63F

VOID AFTER 6 MONTHS

PAY

*ONE THOUSAND SIX HUNDRED FOUR AND 00/100

PPF HOLDINGS III LTD

TO THE PPF HOLDINGS III LTD
ORDER C/O US BANK AS CUSTODIAN
OF P O BOX 645051
CINCINNATI, OH 45269

DATE

AMOUNT

05/01/2012

1,604.00

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000015807⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000015807

Date	Case Number	Description	Amount
05/01/2012	2010 TD 012173	PAYMENT TAX DEEDS	401.00
05/01/2012	2010 TD 005164	PAYMENT TAX DEEDS	401.00
05/01/2012	2010 TD 006003	PAYMENT TAX DEEDS	401.00
05/01/2012	2010 TD 006665	PAYMENT TAX DEEDS	401.00

9000015807

Check: 9000015807 05/01/2012 PPF HOLDINGS III LTD

Check Amount: 1,604.00

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FL
VOID AFTER 6 MONTHS

9000015798

63-27
631

PAY

*THREE THOUSAND ONE HUNDRED SIXTY AND 82/100

D & W INVESTORS INC

TO THE D & W INVESTORS INC
ORDER 1000 SOUTH FAIRFIELD DRIVE, LOT # 51
OF PENSACOLA, FL 32506

DATE AMOUNT
05/01/2012 3,160.82

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000015798⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000015798

<u>Date</u>	<u>Case Number</u>	<u>Description</u>	<u>Amount</u>
05/01/2012	2010 TD 006665	PAYMENT TAX DEEDS	3,160.82

9000015798

Check: 9000015798 05/01/2012 D & W INVESTORS INC Check Amount: 3,160.82



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

Tax Deed - Redemption Calculator
Account: 094537170 Certificate Number: 006665 of 2010

Redemption Yes
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/06/2012"/>	Redemption Date <input type="text" value="04/30/2012"/>
Months	4	0
Tax Collector	<input type="text" value="\$44,929.37"/>	<input type="text" value="\$44,929.37"/>
Tax Collector Interest	\$2,695.76	\$0.00
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$47,631.38	\$44,935.62
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	\$24.06	\$0.00
Total Clerk	\$425.06	\$401.00
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$48,156.44	\$45,336.62
	Repayment Overpayment Refund Amount	$2,819.82 + 120 + 221 = 3,160.82$

Notes
 ACTUAL SHERIFF \$80.00
 COM FEE \$
 04/234/2012 TERRY BYRON (PROPERTY MANAGER) CALLED FOR
 REDEMPTION QUOTE...MVA

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

Receipt Type Case Outstanding Amount 0.00
Receipt Number 1406935 Receipt Date 04/30/2012

Case Number 2010 TD 006665
Description PPF HOLDINGS III LTD VS

Action TAX DEED REDEMPTION

Judge

Received From D&W INVESTORS, INC

On Behalf Of PPF HOLDINGS III LTD

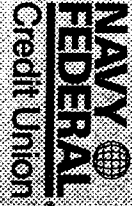
Total Received	48,156.44
Net Received	48,156.44
Change	0.00

Receipt Payments	Amount	Reference	Description
Check	48,156.44	0430487174	

Receipt Applications	Amount
Holding	48,156.44

Deputy Clerk: mavila Transaction Date 04/30/2012 15:25:54

Comments



PO Box 3000
Merfield, VA 22119-3000
navy.federal.org

Pay
to the
Order of

CLERK OF THE COURT

Serial No	Account No	Date	Amount
0430487174	00000002350278004	04/30/12	\$*****48,156.44

Cashier's Check

REMITTER: TERRY L BYRON

⑆256074974⑆

280912

⑆00⑆

Julia Francis
 Assistant Treasurer
Steve Meyer
 Not a valid check for deposit in an ATM

AMP

06/29/12
2560

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 094537170 Certificate Number: 006665 of 2010

Payor: D&W INVESTORS INC 1000 SOUTH FAIRFIELD DR #51 PENSACOLA, FL 32506
Date 04/30/2012

Clerk's Check #	430487174	Clerk's Total	\$425.06
Tax Collector Check #	1	Tax Collector's Total	\$47,631.38
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$48,156.44

ERNIE LEE MAGAHA
 Clerk of the Circuit Court

Received By: _____
 Deputy Clerk

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

ERNIE LEE MAGAHA
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
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 JURY ASSEMBLY
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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 006665
Redeemed Date 04/30/2012

Name D&W INVESTORS INC 1000 SOUTH FAIRFIELD DR #51 PENSACOLA, FL 32506

<input type="checkbox"/> Clerk's Total = TAXDEED	\$425.06
<input type="checkbox"/> Due Tax Collector = TAXDEED	\$47,631.38
<input type="checkbox"/> Postage = TD2	\$60.00
<input type="checkbox"/> ResearcherCopies = TD6	\$40.00

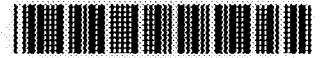
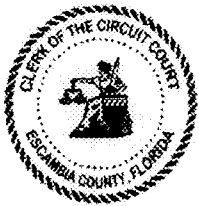
Apply Docket Codes

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1406441 Date: 04/30/2012	341.00	0.00	
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1406441 Date: 04/30/2012	60.00	0.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$60.00	\$60.00	\$0.00	\$0.00
2	Holding	\$341.00	\$341.00	\$0.00	\$0.00
	TOTAL	\$401.00	\$401.00	\$0.00	\$0.00



Print Date:
4/30/2012 9:37:42 AM

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

Transaction #: **932442**
Receipt #: **201226027**
Cashier Date: **4/30/2012 9:37:42 AM (MAVILA)**

Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	Date Received: 04/30/2012 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$401.00 Total Payments \$401.00

1 Payments	
CLERK	\$401.00

0 Recorded Items

0 Search Items

1 Miscellaneous Items		
(MISC FEE) MISCELLANEOUS FEES TAX CERT#06665 OF 2010		
TAXCR	341	\$341.00
TAXCT	1	\$60.00

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

Receipt Type Case Outstanding Amount 0.00
Receipt Number 1406441 Receipt Date 04/30/2012

Case Number 2010 TD 006665
Description PPF HOLDINGS III LTD VS

Action TAX DEED APPLICATION
Judge
Received From PPF HOLDINGS III LTD
On Behalf Of PPF HOLDINGS III LTD

Total Received	401.00
Net Received	401.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	401.00	ONCORE TRANS#932442

Receipt Applications	Amount
Holding	341.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 04/30/2012 09:38:38

Comments