

## Notice to Tax Collector of Application for Tax Deed

### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF  
SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, Florida, 33614**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
1976.0000	03-1286-100	06/01/2011	27-1S3-011 LT 12 BLK 1 FOREST GROVE PB 3 P 76 OR 6214 P 1038

### **2013 TAX ROLL**

A R TRADING INC  
PO BOX 70906  
ALBANY , Georgia 31708

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.

GULFLIFT (Matt Sheehan)

Applicant's Signature

11/07/2013

Date

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Nov 7, 2013 / 130813

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 1976.0000**, issued the **1st day of June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 03-1286-100**

**Certificate Holder:**  
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, FLORIDA 33614

**Property Owner:**  
A R TRADING INC  
PO BOX 70906  
ALBANY, GEORGIA 31708

**Legal Description:** 27-1S3-011  
LT 12 BLK 1 FOREST GROVE PB 3 P 76 OR 6214 P 1038

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
2011	1976.0000	06/01/11	\$941.25	\$0.00	\$117.66	\$1,058.91

**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
2013	1550.0000	06/01/13	\$880.22	\$6.25	\$44.01	\$930.48
2012	1722.0000	06/01/12	\$905.30	\$6.25	\$88.27	\$999.82

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 (2013)
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

\$2,989.21
\$0.00
\$743.19
\$150.00
\$75.00
\$3,957.40
\$3,957.40
\$6.25

\*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, C.F.C.A.  
Senior Deputy Tax Collector

Date of Sale: 4<sup>th</sup> August 2014

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



Florida Department of Revenue  
WARRANT

A R TRADING INC  
PO BOX 11455  
PENSACOLA, FL 32524-1455

Tax : Corporate Income Tax  
Business Partner # : 2277119  
Contract Object # : 00013549210  
FEIN : 204562116  
Warrant # : 1000000606173

Re: Warrant issued under Chapter

220, 221, Florida Statutes

THE STATE OF FLORIDA  
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT Corporate Income Tax TAX(ES).

The taxpayer named above in the County of Escambia, is  
indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$	0.00
PENALTY	\$	330.00
INTEREST	\$	0.00
TOTAL	\$	330.00
FEE(S)	\$	0.00
GRAND TOTAL	\$	<u>330.00</u>

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola,  
Escambia County, Florida, this 2nd day of April, 2014.

Marshall Stranburg, Interim Executive Director  
Department of Revenue, State of Florida

This instrument prepared by:

  
\_\_\_\_\_  
Authorized Agent



Please bill to:  
State of Florida, Department of Revenue  
PENSACOLA SERVICE CENTER  
3670 N L ST STE C  
Pensacola, FL 32505-5254

DR-78  
R. 10/10



Florida Department of Revenue  
WARRANT

A R TRADING INC  
PO BOX 11455  
PENSACOLA, FL 32524-1455

Tax : Corporate Income Tax  
Business Partner # : 2277119  
Contract Object # : 00013549210  
FEIN : 204562116  
Warrant # : 1000000587049

Re: Warrant issued under Chapter

220, 221, Florida Statutes

THE STATE OF FLORIDA  
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT Corporate Income Tax TAX(ES).

The taxpayer named above in the County of Escambia, is  
indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$	0.00
PENALTY	\$	330.00
INTEREST	\$	0.00
TOTAL	\$	330.00
FEE(S)	\$	0.00
GRAND TOTAL	\$	330.00

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola,  
Escambia County, Florida, this 25th day of February, 2014.

Marshall Stranburg, Interim Executive Director  
Department of Revenue, State of Florida

This instrument prepared by:

Authorized Agent



Please bill to:  
State of Florida, Department of Revenue  
PENSACOLA SERVICE CENTER  
3670 N L ST STE C  
Pensacola, FL 32505-5254

DR-78  
R. 10/10



Florida Department of Revenue  
WARRANT

A R TRADING INC  
PO BOX 11455  
PENSACOLA, FL 32524-1455

Tax : Corporate Income Tax  
Business Partner # : 2277119  
Contract Object # : 00013549210  
FEIN : 204562116  
Warrant # : 1000000239142

Re: Warrant issued under Chapter  
220, 221  
\_\_\_\_\_, Florida Statutes

THE STATE OF FLORIDA  
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT \_\_\_\_\_ Corporate Income Tax \_\_\_\_\_ TAX(ES).

The taxpayer named above in the County of \_\_\_\_\_ Escambia \_\_\_\_\_, is  
indebted to the Department of Revenue, State of Florida, in the following amounts:

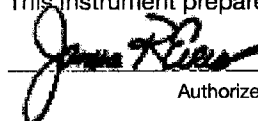
TAX	\$	0.00
PENALTY	\$	330.00
INTEREST	\$	0.00
TOTAL	\$	330.00
FEE(S)	\$	0.00
GRAND TOTAL	\$	330.00

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or  
after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of \_\_\_\_\_ Pensacola \_\_\_\_\_,  
Escambia \_\_\_\_\_ County, Florida, this 28th \_\_\_\_\_ day of \_\_\_\_\_ October \_\_\_\_\_, 2011 \_\_\_\_\_.

Lisa Echeverri, Executive Director  
Department of Revenue, State of Florida

This instrument prepared by:

  
\_\_\_\_\_  
Authorized Agent

Please bill to:

State of Florida, Department of Revenue  
PENSACOLA SERVICE CENTER  
3670 N L ST STE C  
Pensacola, FL 32505-5254

DR-78  
R. 08/09





**Florida Department of Revenue  
Unemployment Tax  
NOTICE OF TAX LIEN**

UT Account # : 2711838  
Business Partner # : 2277119  
Contract Object # : 00014310279  
Lien # : 1000000228941

**RE:**

A R TRADING INC  
PO BOX 11455  
PENSACOLA, FL 32524-1455

Pursuant to the provisions of Section 443.141(3)(a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

REPORTING PERIOD	TAX DUE	INTEREST AS OF	PENALTY DUE	RETURNED ITEM FEE	FILING FEE	TOTAL DUE
06/01/10 06/30/10	363.98	17.89	450.00	51.22	20.00	903.09
TOTAL AMOUNT OF TAX LIEN						903.09

Witness my hand and official seal in this City of Pensacola, Escambia County, Florida,  
this 8th day of August, 2011



Lisa Echeverri, Executive Director  
Department of Revenue  
State of Florida

This Instrument Prepared by:

Authorized Agent

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to:

UT COLLECTIONS  
FLORIDA DEPARTMENT OF REVENUE  
1379 BLOUNTSTOWN HWY  
TALLAHASSEE FL 32304-2716

UCT-18LC  
R. 01/08

<b>Form 668 (Y)(c)</b> (Rev. February 2004)	<b>5219</b> Department of the Treasury - Internal Revenue Service <b>Notice of Federal Tax Lien</b>				
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050	Serial Number <div style="text-align: right;">673092510</div>	For Optional Use by Recording Office			
<b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</b>					
Name of Taxpayer <b>A R TRADING INC, a Corporation</b> <b>UNIVERSAL JEWELERS</b>					
Residence <b>PO BOX 11455</b> <b>PENSACOLA, FL 32524-1455</b>					
<b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
941	09/30/2009	20-4562116	05/31/2010	06/30/2020	3756.40
941	12/31/2009	20-4562116	03/15/2010	04/14/2020	532.11
941	03/31/2010	20-4562116	06/07/2010	07/07/2020	2831.95
Place of Filing <b>CLERK OF CIRCUIT COURT</b> <b>ESCAMBIA COUNTY</b> <b>PENSACOLA, FL 32595</b>					Total \$ <b>7120.46</b>

This notice was prepared and signed at BALTIMORE, MD, on this,

the 30th day of June, 2010.

Signature <u>R. A. Mitchell</u> for <b>SUSAN SHAW</b>	Title <b>REVENUE OFFICER</b> <b>(850) 475-7338</b> <div style="text-align: right;">23-09-2408</div>
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004)  
CAT. NO 60025X

<b>Form 668 (Y)(c)</b> <small>(Rev. February 2004)</small>	<b>3866</b> Department of the Treasury - Internal Revenue Service <b>Notice of Federal Tax Lien</b>				
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050	Serial Number <div style="text-align: right;">616013710</div>				
<b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</b>					
Name of Taxpayer <b>A R TRADING INC, a Corporation</b> <b>UNIVERSAL JEWELERS</b>					
Residence <b>PO BOX 11455</b> <b>PENSACOLA, FL 32524-1455</b>					
<b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
<b>Kind of Tax</b> <b>(a)</b>	<b>Tax Period</b> <b>Ending</b> <b>(b)</b>	<b>Identifying Number</b> <b>(c)</b>	<b>Date of</b> <b>Assessment</b> <b>(d)</b>	<b>Last Day for</b> <b>Refiling</b> <b>(e)</b>	<b>Unpaid Balance</b> <b>of Assessment</b> <b>(f)</b>
1120	12/31/2008	20-4562116	05/25/2009	06/24/2019	118.50
941	12/31/2006	20-4562116	04/02/2007	05/02/2017	
941	12/31/2006	20-4562116	09/29/2008	10/29/2018	958.02
941	03/31/2008	20-4562116	05/04/2009	06/03/2019	2791.49
941	06/30/2008	20-4562116	05/04/2009	06/03/2019	8539.45
941	09/30/2008	20-4562116	05/04/2009	06/03/2019	7433.54
941	12/31/2008	20-4562116	05/04/2009	06/03/2019	10387.02
941	03/31/2009	20-4562116	06/29/2009	07/29/2019	4925.81
941	06/30/2009	20-4562116	09/28/2009	10/28/2019	4694.81
Place of Filing <div style="text-align: center;"> <b>CLERK OF CIRCUIT COURT</b>  <b>ESCAMBIA COUNTY</b>  <b>PENSACOLA, FL 32595</b> </div>					Total \$ 39848.64

This notice was prepared and signed at BALTIMORE, MD, on this,

the 13th day of January, 2010.

Signature <u>R. A. Mitchell</u> for <b>SUSAN SHAW</b>	Title <b>REVENUE OFFICER</b> <b>(850) 475-7338 x1120</b>
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**(NOTE:** Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004)  
CAT. NO 60025X



### SCHEDULE A

1. Promissory Note from A R Trading, Inc., a Texas corporation, d/b/a A R Trading Property Developer in favor of Bank of Pensacola dated September 25, 2008 in the original principal amount of \$69,803.20
2. Bank of Pensacola Mortgage and Security Agreement (With Assignment of Leases and Rents) from A R Trading, Inc., a Texas corporation, d/b/a AR Property Developer in favor of Bank of Pensacola dated May 18, 2007 and recorded in OR Book 6149, Page 1656, and re-recorded in OR Book 6230, Page 1058 in the Official Records of Escambia County, Florida, as modified by that certain Modification and Spreader Agreement dated August 14, 2007 and recorded in OR Book 6214, Page 1041 in the aforesaid records
3. Guaranty of Adam Abdur Rehman [sic] in favor of Bank of Pensacola dated September 25, 2008
4. Guaranty of Abdur R. Adam in favor of Synovus Bank dated December 30, 2011
5. UCC Financing Statement from A R Trading, Inc., a Texas corporation d/b/a A R Property Developer in favor of Bank of Pensacola recorded in OR Book 6149, Page 1667, in the Official Records of Escambia County, Florida as amended by that certain UCC Financing Statement Amendment recorded in OR Book 6214, Page 1046, as amended by that certain UCC Financing Statement Amendment recorded in OR Book 6801, Page 957, as amended by that certain UCC Financing Statement Amendment recorded in OR Book 6804, Page 1716
6. Forbearance Agreement by and between A R Trading, Inc., a Texas corporation, d/b/a AR Property Developer, Abdur Rehman Adam, and Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Coastal Bank and Trust of Florida, successor by merger to Bank of Pensacola dated July 15, 2013

Signed, sealed and delivered

In the presence of:

*Sina Goldman*  
Witness

*Nancy Waasen*  
Witness

**ASSIGNEE:**

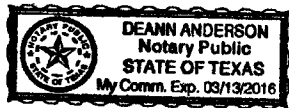
VFC PARTNERS 31 LLC, a Delaware limited liability company

By: *Kathy McNair*  
Name: KATHY S. McNAIR  
Title: Sr. Vice President

STATE OF Texas

COUNTY OF McLennan

Then, personally appeared the above named Kathy S. McNair, as Sr. Vice President of VFC Partners 31 LLC ("Assignee"), and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Assignee, before me.



*Deann Anderson*  
Notary Public

My commission expires:  
Acting in McLennan County, Texas

to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, Assignor and Assignee have set their hands and affixed their seals to this Assignment effective as of the 14 day of March, 2014 (the "Effective Date").

Signed, sealed and delivered

**ASSIGNOR:**

In the presence of:

[Signature]  
Witness

[Signature]  
Witness

SYNOVUS BANK, a Georgia bank

By: [Signature]

Name: Joel Bodiford

Title: Regional Credit Manager, Sr.

[BANK SEAL]

STATE OF Georgia

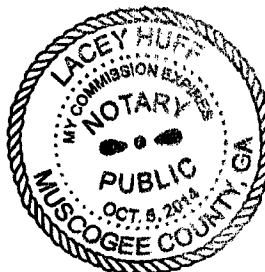
COUNTY OF Muscle Shoals

Then personally appeared the above named Joel Bodiford, as Reg. Credit Mgr. Sr. of Synovus Bank ("Assignor"), and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Assignor, before me.

[Signature]  
Notary Public

My commission expires:

Acting in \_\_\_\_\_ County, \_\_\_\_\_



**AGREEMENT:**

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the covenants herein set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor SELLS, ASSIGNS, ENDORSES, TRANSFERS, GRANTS, CONVEYS, and QUITCLAIMS unto Assignee all of the Assignor's right, title, interest and benefit to, in and under the Loan Documents and the sums payable thereunder, with interest from the Effective Date of this Assignment without representations or warranties, express or implied.

TO HAVE AND TO HOLD the same together with all rights, titles, interests, privileges, claims, demands and equities existing and to exist in connection therewith unto Assignee, its successors and assigns forever.

Assignor expressly waives and releases in favor of Assignee any and all rights that Assignor may now have or hereinafter have to establish or enforce any lien or security interest, if any, securing payment of the indebtedness arising pursuant to the Loan.

Assignor directs that all payments due under the Loan Documents subsequent to the Effective Date be made directly to Assignee.

Except as otherwise specifically stated in this Assignment, Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past, present or future with respect to the Loan Documents, including, without limitation, (i) the validity, existence, or priority of any lien or security interest securing the Loan; (ii) the existence or basis for any claim, counterclaim, defense or offset relating to the Loan; (iii) the financial condition of Borrower; (iv) the compliance of the Loan with any laws, ordinances or regulations of any government or other body; (v) the condition of any collateral securing the Loan; (vi) the general assignability of the Loan Documents, and (vii) the future performance of the Borrower, the collateral or any guarantor of the Loan Documents. Assignee acknowledges and represents to Assignor that having been given the opportunity to undertake its own investigation of the Loan Documents, Assignee is relying solely on its own investigation of the Note and Mortgage and not any information provided or to be provided by Assignor. The sale of the Loan Documents as provided for herein is made on an "AS IS", "WHERE IS," "WITH ALL FAULTS" AND WITHOUT RECOURSE AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, EXCEPT AS PROVIDED IN THAT CERTAIN CONTRACT FOR SALE AND ASSIGNMENT OF NOTES AND OTHER LOAN DOCUMENTS DATED MARCH 11, 2014. Notwithstanding anything to the contrary in the foregoing, Assignor represents and warrants to Assignee that Assignor is the holder of the Note and Mortgage and has the right to assign same to Assignee.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Any signature page of this Agreement may be detached from any counterpart of this Agreement and reattached

After recording return to:  
VFC Partners 31 LLC  
Post Office Box 8216  
Waco, Texas 76714

104005000

Cross Reference:  
OR Book 6149 Page 1656  
OR Book 6230, Page 1058  
OR Book 6149, Page 1667  
Escambia County, Florida records

**ASSIGNMENT OF MORTGAGE  
AND ASSIGNMENT OF OTHER SECURITY INSTRUMENTS**

THIS ASSIGNMENT OF MORTGAGE AND ASSIGNMENT OF OTHER SECURITY INSTRUMENTS (the "Assignment") is made by SYNOVUS BANK, a Georgia bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Coastal Bank and Trust of Florida, as successor by merger to Bank of Pensacola ("Assignor"), to and in favor of VFC Partners 31 LLC ("Assignee"), whose mailing address is Post Office Box 8216, Waco, Texas 76714.

**RECITALS:**

A. Assignor is the owner and holder of that certain loan (the "Loan") evidenced by that certain Promissory Note (the "Note") payable to Assignor and delivered by A R Trading, Inc., a Texas corporation, d/b/a/ AR Property Developer (the "Borrower") which Note is secured by, inter alia, that certain mortgage (the "Mortgage") recorded in the Escambia County, Florida records, and other documents and instruments, all of which may have been subsequently modified or amended all as more particularly described on Schedule "A" attached hereto (the "Schedule") and by this reference made a part hereof.

B. The Note and the Mortgage, and any other documents evidencing and securing the Loan are hereinafter collectively referred to as the "Loan Documents."

## **Exhibit "A"**

Lot 12, Block 1, FOREST GROVE, a Subdivision in Section 27, Township 1 South, Range 30 West, according to plat recorded in Plat Book 3 at Page 76 of the Public Records of said County.

**File Number: 07-0227ROB/JW**

Legal Description with Non Homestead  
Closer's Choice

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2007 by  
Abdur-Rehman Ahmed Adam, as President of A R Trading, Inc., a Texas corporation, d/b/a A R Property  
Developer who

☐ Is personally known to me; or

☒ Produced as Identification: \_\_\_\_\_

Chris Ritchie  
Notary Public, State of Florida

Printed name: \_\_\_\_\_

[NOTARY SEAL]



CHRIS RITCHIE  
NOTARY PUBLIC, STATE OF FLORIDA  
COMMISSION NO. 00289876  
EXPIRES 08/01/2008  
BONDED THRU 1-835-NOTARY1

as security for the repayment of the indebtedness, and Mortgagor covenants and agrees to conform, comply with and abide by each and every of the terms, covenants, conditions, agreements and stipulations of this Agreement as well as the terms, covenants, conditions, agreements and stipulations of the aforesaid Mortgage, as modified hereby, and all other security documents evidencing or securing the indebtedness.

Except as modified and amended herein, all of the terms, covenants, conditions and provisions of the Mortgage remain unchanged and in full force and effect. Nothing contained herein shall impair or affect the validity or priority of the Mortgage. The execution of this Agreement shall not constitute a novation.

This Agreement shall be binding upon and inure to the benefit of any assignee or the respective heirs, executors, administrators, successors and assigns of the parties hereto.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute any of such counterparts.

IN WITNESS WHEREOF, this instrument has been executed under seal by the parties hereto and delivered on the date and year first above written.

**MORTGAGEE:**  
**BANK OF PENSACOLA**

By: [Signature]  
Print Name: Vernon Dias  
Its: Vice President

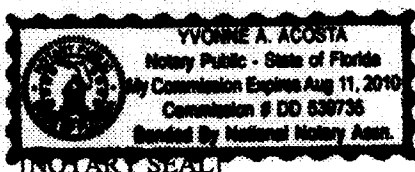
**MORTGAGOR:**  
**A R Trading, Inc., a Texas corporation**  
**d/b/a A R Property Developer**

By: [Signature]  
Abdur-Rehman Ahmed Adam, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of August, 2007 by Vernon Dias as Vice President of Bank of Pensacola, on behalf of the bank who

☒ Is personally known to me; or  
☐ Produced as Identification: \_\_\_\_\_



[Signature]  
Notary Public, State of Florida  
Printed name: \_\_\_\_\_



Mortgagor covenants that Mortgagor is seized of the Additional Land in fee and has the right to convey the same in fee simple; that the same are free and clear of all encumbrances; that Mortgagor has done no act to encumber the Additional Land; that Mortgagor will warrant and defend the title to the same against the lawful claims of all persons whomsoever; and that Mortgagor will execute such further issuances of said lands as may be required.

IT IS MUTUALLY AGREED by and between the parties hereto that this Agreement shall become a part of the Mortgage Note and the Mortgage by reference and that nothing herein contained shall impair the security now held for said indebtedness, nor shall waive, annul, vary or affect any provision, condition, covenant or agreement contained in the Mortgage except as herein amended, nor affect or impair any rights, powers or remedies under the Mortgage as hereby amended. Furthermore, Mortgagee does hereby reserve all rights and remedies it may have as against all parties who may be or may hereafter become primarily or secondarily liable for the repayment of the indebtedness evidenced by the Mortgage Note, as hereby amended.

Mortgagor promises and agrees to pay the indebtedness evidenced by the Mortgage Note, as amended, in accordance with the terms thereof and agrees to perform all of the requirements, conditions and obligations under the terms of the Mortgage Note and the Mortgage as hereby modified and amended, those documents being hereby ratified and affirmed. The execution and delivery hereof shall not constitute a novation or modification of the lien, encumbrance or security title of the Mortgage, which Mortgage shall retain its priority as originally filed for record. Mortgagor expressly agrees that the Mortgage Note is in full force and effect, and that Mortgagor has no defense, claim, counterclaim or right of setoff, legal or equitable, arising out of or in connection with the loan transaction related hereto. Mortgagor waives, releases and discharges Mortgagee and its employees, agents and attorneys from any and all defenses, claims, counterclaims, demands, actions and causes of action whatsoever in law or at equity that Mortgagor ever had, now has or may hereafter have in connection with the loan transaction related hereto.

Mortgagor acknowledges that Mortgagee may reproduce (by electronic means or otherwise) any of the documents evidencing and/or securing the Mortgage Note and thereafter may destroy the original documents. Mortgagor does hereby agree that any document so reproduced shall be the binding obligation of Mortgagor, enforceable and admissible in evidence against it to the same extent as if the original documents had not been destroyed.

Mortgagor agrees to pay any and all documentary stamps and/or intangible taxes that may be assessed on account of the execution and/or recordation of this Agreement. Mortgagor agrees to pay such sums immediately upon receipt of notice of such amounts from Mortgagee. If Mortgagor fails to pay any such sums, Mortgagee may do so and any such payment by Mortgagee shall be added to the indebtedness secured by the Mortgage and shall bear interest from the date advanced to the date of recovery at the maximum rate of interest permitted under Florida law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws.

Any reference contained in the Mortgage, as amended herein, to the Mortgage shall hereinafter be deemed to be a reference to such document as amended hereby.

Nothing herein shall invalidate any security now held by Mortgagee for the payment of the indebtedness secured by the Mortgage, nor impair, nor release any covenant, condition, agreement or stipulation therein, and the same, as herein modified, shall continue in full force and effect. Any security held by Mortgagee as security for any of the indebtedness evidenced by the Mortgage Note, including without limiting the generality of the foregoing, any rights acquired by Mortgagee under any security agreement or agreements, assignments of rentals, financing statements and other instruments, shall stand

Prepared by and return to:  
Robert O. Beasley  
Litvak Beasley & Wilson, LLP  
226 E. Government Street  
Pensacola, FL 32502  
File No. 06-0308WH/MMN

### MODIFICATION AND SPREADER AGREEMENT

STATE OF FLORIDA           )  
COUNTY OF ESCAMBIA       )

This MODIFICATION AND SPREADER AGREEMENT is made as of the 14<sup>th</sup> day of August, 2007 by and among Bank of Pensacola (the "Mortgagee") and A.R. Trading Inc., d/b/a AR Property Developer (the "Mortgagor").

#### RECITALS:

Mortgagor has made and issued a Revolving Promissory Note dated the 18 day of May, 2007 (as amended, renewed and extended, (the "Mortgage Note"). To secure the Mortgage Note and other obligations, Mortgagor executed and delivered a Mortgage, Assignment of Rents and Contracts and Security Agreement dated of even date with the Mortgage Note and recorded in official public records of the Clerk's Office of the Circuit Court for Escambia County, Florida in Official Records Book 6149, Page 1656, (the "Mortgage"). The provisions, terms, covenants, conditions, obligations and other contents of the Mortgage by this reference are incorporated in and made a part of this Agreement. The Mortgage is made and incorporated herein pursuant to Section 695.02, Florida Statutes, as amended.

Mortgagor has requested that Mortgagee consent to and make certain modifications to the Mortgage.

As of the date hereof, the principal amount outstanding under the Mortgage Note is \$ 177,803.<sup>20</sup>

Mortgagor has requested an additional loan advance for the acquisition of certain additional real property, and Mortgagee has agreed to make such advance but only if such additional real property is added as additional collateral security under the Mortgage, thereby spreading the Mortgage over the additional real property, all as hereafter set forth.

Mortgagee and Mortgagor mutually desire to modify and amend the Mortgage as hereinafter set out.

NOW, THEREFORE, Mortgagee and Mortgagor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants herein, do hereby agree that the Mortgage should be, and the same hereby is modified and amended as follows:

The Mortgage is amended to grant and convey, as additional secured collateral thereunder, the additional real property described on Exhibit A attached hereto as part hereof and recorded herewith (the "Additional Land"), by adding the Additional Land, and the legal description attached hereto as Exhibit A, to the Mortgage, as additional land conveyed under the Mortgage and Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Mortgagee, its successors and assigns forever, all right, title and interest of Mortgagor in and to, and spread the Mortgage and the lien thereof over, the Additional Land.

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION; Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, Sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

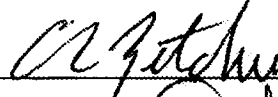


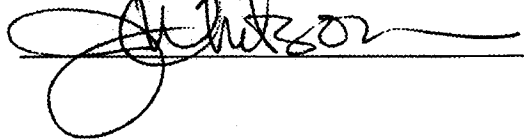
Name of Roadway: 6925 Woodley Drive, Pensacola, Florida 32503



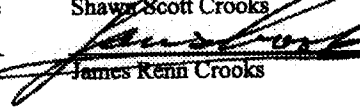
Legal Address of Property: Lot 12, Block 1, FOREST GROVE, a Subdivision in Section 27, Township 1 South, Range 30 West, according to plat recorded in Plat Book 3 at Page 76 of the Public Records of said County.

The County ( ☒ ) has accepted ( ☐ ) has not accepted the abutting roadway for paved maintenance.

This form completed by:

Litvak Beasley & Wilson, LLP  
P. O. Box 13503  
Pensacola, FL 32591


  
\_\_\_\_\_  
- Witness  
  
\_\_\_\_\_  
- Witness  
  
\_\_\_\_\_  
- Witness  
  
\_\_\_\_\_  
- Witness


  
\_\_\_\_\_  
A R Trading, Inc., a Texas corporation, d/b/a A R  
Property Developer - Borrower  
\_\_\_\_\_  
- Borrower  
  
\_\_\_\_\_  
Shawna Scott Crooks - Seller  
  
\_\_\_\_\_  
James Kenn Crooks - Seller

Prepared by:  
Robert O. Beasley  
Litvak, Beasley & Wilson, LLP  
226 East Government Street, Post Office Box 13503  
Pensacola, Florida 32591-3503  
File Number: 07-0227ROB/JW

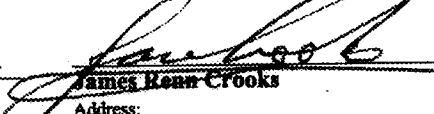
In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Printed Name Shawn Scott Crooks

  
Shawn Scott Crooks (Seal)  
Address: 3722 Berry Patch Lane, Pace, FL 32571

  
Witness Printed Name Julia A. Whitson

  
James Renn Crooks (Seal)  
Address:

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 14 day of August, 2007, by Shawn Scott Crooks and James Renn Crooks, who are personally known to me or who have produced these as identification.

  
Notary Public  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



CHRIS RITCHIE  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # OD299876  
EXPIRES 03/11/2008  
BONDED THRU 1-888-NOTARY1

Prepared by:  
Robert O. Beasley  
Litvak, Beasley & Wilson, LLP  
226 East Government Street, Post Office Box 13503  
Pensacola, Florida 32591-3503  
File Number: 07-0227ROB/JW

### General Warranty Deed

Made this August 14, 2007 A.D. By Shawn Scott Crooks and James Renn Crooks, 3722 Berry Patch Lane, Pace, FL 32571, hereinafter called the grantor, to A R Trading, Inc., a Texas corporation, d/b/a A R Property Developer, whose post office address is: 7171 N. Davis Highway, Pensacola, FL 32504, hereinafter called the grantee:

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

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

Lot 12, Block 1, FOREST GROVE, a Subdivision in Section 27, Township 1 South, Range 30 West, according to plat recorded in Plat Book 3 at Page 76 of the Public Records of said County.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 27-1S-30-1100-120-001

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

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

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2006.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE  
PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

## CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-4-2014

TAX ACCOUNT NO.: 03-1286-100

CERTIFICATE NO.: 2011-1976

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.

A R Trading, Inc.  
dba A R Property Developer  
P.O. Box 70906  
Albany, GA 31708

Unknown Tenants  
6925 Woodley Dr.  
Pensacola, FL 32503

Coastal Bank & Trust  
formerly Bank of  
Pensacola  
125 W. Romana St.  
Pensacola, FL 32502

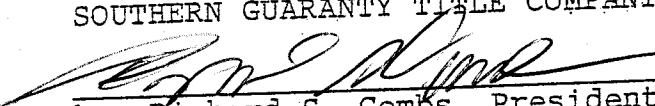
VFC Partners 31 LLC  
P.O. Box 8216  
Waco, TX 76714

Internal Revenue Service  
400 W. Bay St. Ste 35045  
Jacksonville, FL 32202-4437

Florida Dept. of Revenue  
UT Collections  
1379 Blountstown Hwy.  
Tallahassee, FL 32304-2716  
and  
3670 North L St., Ste C  
Pensacola, FL 32505-5254

Certified and delivered to Escambia County Tax Collector,  
this 9th day of May, 2014.

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.

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11105

May 1, 2014

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

1. Spreader Agreement executed by A R Trading, Inc. dba A R Property Developers in favor of Coastal Bank & Trust formerly Bank of Pensacola dated 08/14/2007 and recorded in Official Records Book 6214, page 1041 of the public records of Escambia County, Florida. Assignment to VFC Partners 31 LLC recorded in O.R. Book 7156, pages 1686 and 1717. Subject to UCC and Modification filings of record.
2. Tax Lien filed by IRS recorded in O.R. Book 6553, page 1654, and O.R. Book 6612, page 1063.
3. Tax Lien filed by Florida Dept. of Revenue recorded in O.R. Book 6751, page 59; O.R. Book 6780, page 680; O.R. Book 7138, page 1606; and O.R. Book 7153, page 1558.
4. Taxes for the year 2010-2013 delinquent. The assessed value is \$45,168.00. Tax ID 03-1286-100.

PLEASE NOTE THE FOLLOWING:

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

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11105

May 1, 2014

**Lot 12, Block 1, Forest Grove, as per plat thereof, recorded in Plat Book 3, Page 76, of the  
Public Records of Escambia County, Florida**



# **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.: 11105

May 1, 2014

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 05-01-1994, through 05-01-2014, and said search reveals the following:

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

A R Trading, Inc. dba A R Property Developers

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

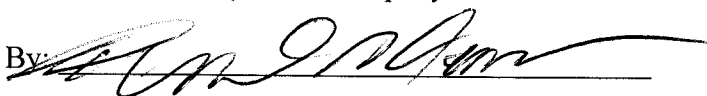
4. Taxes:

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 1, 2014