

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Nov 7, 2013 / 130817**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 2402.0000** , 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: 04-0857-775**

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

Property Owner:
BW PROPERTIES LLC
2900 BRANT DR
MOBILE , ALABAMA 36695

Legal Description: 38-1S3-030
BEG AT SW COR OF GOVT LT 3 S 88 DEG 22 MIN 10 SEC E ALG S LI OF SD LT 403 56/100 FT FOR POB CONT S 88 DEG 22 MIN 10 SEC E ALG S LI 697 10/100 FT N 1 ...
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
2011	2402.0000	06/01/11	\$4,945.67	\$0.00	\$803.67	\$5,749.34

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
2013	1958.0000	06/01/13	\$4,109.86	\$6.25	\$205.49	\$4,321.60
2012	2155.0000	06/01/12	\$4,654.15	\$6.25	\$401.42	\$5,061.82

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

\$15,132.76
\$0.00
\$3,509.25
\$150.00
\$75.00
\$18,867.01
\$18,867.01
\$6.25

*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: 4th August 2014

* 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

11/7/2013

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-0857-775

December 02, 2013
Tax Year: 2010
Certificate Number: 2402.0000

BEG AT SW COR OF GOVT LT 3 S 88 DEG 22 MIN 10 SEC E ALG S LI OF SD LT 403 56/100 FT FOR POB CONT S 88 DEG 22 MIN 10 SEC E ALG S LI 697 10/100 FT N 1 DEG 38 MIN 10 SEC E 374 93/100 FT S 87 DEG 52 MIN 20 SEC E 14 70/100 FT N 38 DEG 55 MIN 00 SEC W 397 07/100 FT S 62 DEG 12 MIN 00 SEC W 501 31/100 FT THENCE ALG CURVE TO RIGHT HAVING A RADIUS OF 70 FT AN ARC DIST OF 277 82/100 FT A CHORD BEARING S 13 DEG 09 MIN 28 SEC W A CHORD DIST OF 128 20/100 FT S 0 DEG 16 MIN 0 SEC E 304 39/100 FT TO POB OR 6171 P 1766 LESS OR 5045 P 1762 SOUTHEASTERN FREIGHT LINES INC

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:

Certificate No.	Parcel ID Number	Date	Legal Description
2402.0000	04-0857-775	06/01/2011	38-1S3-030 BEG AT SW COR OF GOVT LT 3 S 88 DEG 22 MIN 10 SEC E ALG S LI OF SD LT 403 56/100 FT FOR POB CONT S 88 DEG 22 MIN 10 SEC E ALG S LI 697 10/100 FT N 1 DEG 38 MIN 10 SEC E 374 93/100 FT S 87 DEG 52 MIN 20 SEC E 14 70/100 FT N 38 DEG 55 MIN 00 SEC W 397 07/100 FT S 62 DEG 12 MIN 00 SEC W 501 31/100 FT THENCE ALG CURVE TO RIGHT HAVING A RADIUS OF 70 FT AN ARC DIST OF 277 82/100 FT A CHORD BEARING S 13 DEG 09 MIN 28 SEC W A CHORD DIST OF 128 20/100 FT S 0 DEG 16 MIN 0 SEC E 304 39/100 FT TO POB OR 61 ... See attachment for full legal description.

2013 TAX ROLL

BW PROPERTIES LLC
2900 BRANT DR
MOBILE , Alabama 36695

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

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-0857-775

December 02, 2013
Tax Year: 2010
Certificate Number: 2402.0000

BEG AT SW COR OF GOVT LT 3 S 88 DEG 22 MIN 10 SEC E ALG S LI OF SD LT 403 56/100 FT FOR POB CONT S 88 DEG 22 MIN 10 SEC E ALG S LI 697 10/100 FT N 1 DEG 38 MIN 10 SEC E 374 93/100 FT S 87 DEG 52 MIN 20 SEC E 14 70/100 FT N 38 DEG 55 MIN 00 SEC W 397 07/100 FT S 62 DEG 12 MIN 00 SEC W 501 31/100 FT THENCE ALG CURVE TO RIGHT HAVING A RADIUS OF 70 FT AN ARC DIST OF 277 82/100 FT A CHORD BEARING S 13 DEG 09 MIN 28 SEC W A CHORD DIST OF 128 20/100 FT S 0 DEG 16 MIN 0 SEC E 304 39/100 FT TO POB OR 6171 P 1766 LESS OR 5045 P 1762 SOUTHEASTERN FREIGHT LINES INC

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

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.: 11109

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:

BW Properties, 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: 

May 1, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11109

May 1, 2014

381S303001002014 - Full Legal Description

BEG AT SW COR OF GOVT LT 3 S 88 DEG 22 MIN 10 SEC E ALG S LI OF SD LT 403 56/100 FT FOR POB CONT S
88 DEG 22 MIN 10 SEC E ALG S LI 697 10/100 FT N 1 DEG 38 MIN 10 SEC E 374 93/100 FT S 87 DEG 52 MIN 20
SEC E 14 70/100 FT N 38 DEG 55 MIN 00 SEC W 397 07/100 FT S 62 DEG 12 MIN 00 SEC W 501 31/100 FT THENCE
ALG CURVE TO RIGHT HAVING A RADIUS OF 70 FT AN ARC DIST OF 277 82/100 FT A CHORD BEARING S 13
DEG 09 MIN 28 SEC W A CHORD DIST OF 128 20/100 FT S 0 DEG 16 MIN 0 SEC E 304 39/100 FT TO POB OR 6171
P 1766 LESS OR 5045 P 1762 SOUTHEASTERN FREIGHT LINES INC

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11109

May 1, 2014

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

1. That certain mortgage executed by BW Properties, LLC in favor of Banktrust dated 06/22/2007 and recorded 06/28/2007 in Official Records Book 6171, page 1769 of the public records of Escambia County, Florida, in the original amount of \$450,000.00.
2. Taxes for the year 2010-2013 delinquent. The assessed value is \$222,807.00. Tax ID 04-0857-775.

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.

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-4-2014

TAX ACCOUNT NO.: 04-0857-775

CERTIFICATE NO.: 2011-2402

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.

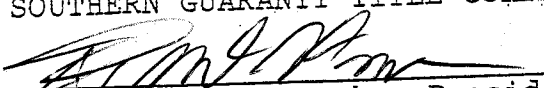
BW Properties, LLC
P.O. Box 5375
Mobile, AL 36605

Unknown Tenants
139 Industrial Blvd.
Pensacola, FL 32505

Banktrust
P.O. Box 3067
Mobile, AL 36652-3067

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.

Return to: Catherine H. Holsinger
Name: Southland Acquire Land Title, LLC
Address: 4900 Bayou Blvd.
Suite 207
Pensacola, Florida 32503

This Instrument Prepared:
Catherine H. Holsinger
Southland Acquire Land Title, LLC
4900 Bayou Blvd.
Suite 207
Pensacola, Florida 32503
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
381S30-3001-002-014
Grantee(s) S.S.#(s):
File No: 3019712

Rec # 2700
Doc # 343000

WARRANTY DEED

This Warranty Deed Made the 22nd day of June, 2007, by Druscilla Beuerlein and James Michael Beuerlein, individually and as Trustees of the Druscilla Beuerlein Revocable Living Trust dated Nov. 4, 1993, hereinafter called the grantor, whose post office address is: 719 Forest Shore Drive, Mary Ester, Florida 32569

to BW Properties, LLC., A Florida Limited Liability Company, whose post office address is: 2900 Brant Drive, Mobile, Alabama 36695, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars 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:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The property is **not** the homestead of the Grantor(s).
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 2007, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: Catherine H. Holsinger Druscilla Beuerlein
Printed Name: Catherine H. Holsinger Druscilla Beuerlein, individually and as Trustee of the Druscilla Beuerlein Revocable Living Trust dated Nov. 4, 1993

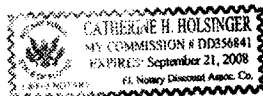
Witness Signature: Linda D. Stearns James Michael Beuerlein
Printed Name: Linda D. Stearns James Michael Beuerlein, individually and as Trustee of the Druscilla Beuerlein Revocable Living Trust dated Nov. 4, 1993

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 22nd day of June, 2007, by Druscilla Beuerlein and James Michael Beuerlein, individually and as Trustees of the Druscilla Beuerlein Revocable Living Trust dated Nov. 4, 1993, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Catherine H. Holsinger
Printed Name:
Notary Public
Serial Number



This document was prepared by
BANKTRUST, P.O. BOX 3067, MOBILE, AL 36652

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

Return to: **Southland Acquire Land Title**
4900 Bayou Blvd., Suite 207
Pensacola, FL 32503
(850) 492-4300

Int - 900⁰⁰
Doc - 1575⁰⁰
Rec - 78⁰⁰

File #: 3019712

IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL
BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 300,000.00 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 Date

REAL ESTATE MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is JUNE 22, 2007. The parties and their addresses are:
MORTGAGOR:

BW PROPERTIES, LLC., A FLORIDA LIMITED LIABILITY COMPANY

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

LENDER: **BANKTRUST**
PO BOX 3067
MOBILE, AL 36652-3067

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:

***SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE**

The property is located in ESCAMBIA at _____
(County)
139 INDUSTRIAL BLVD, PENSACOLA, Florida 32505-0000
(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.

LUB SEL

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 \$ 300,000.00, 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: BW PROPERTIES, LLC
A FLORIDA LIMITED LIABILITY COMPANY

Entity Name: _____

Leigh W Breal 6-20-07
(Signature) (Date)
LEIGH W BREAL, MANAGING MEMBER

Susan E. Wright 6/20/07
(Signature) (Date)
SUSAN E WRIGHT, MANAGING MEMBER

(Signature) (Date)
Christy Hoyle
(Witness)

(Signature) (Date)
Christy Hoyle
(Witness)

EXHIBIT 'A'

This Exhibit is attached to and made a part of that Mortgage dated June 22, 2007, and further describes the property:

A PORTION OF GOVERNMENT LOT 3, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 22'10" EAST ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 1100.66 FEET; THENCE NORTH 01 DEGREES 38'10" EAST FOR A DISTANCE OF 374.93 FEET; THENCE SOUTH 87 DEGREES 52'20" EAST FOR A DISTANCE OF 14.70 FEET; THENCE NORTH 38 DEGREES 55'00" WEST FOR A DISTANCE OF 152.80 FEET FOR THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 38 DEGREES 55'00" WEST FOR A DISTANCE OF 244.27 FEET; THENCE SOUTH 62 DEGREES 12'00" WEST FOR A DISTANCE OF 101.78 FEET; THENCE NORTH 38 DEGREES 55'00" WEST FOR A DISTANCE OF 203.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDUSTRIAL BOULEVARD (60' R/W); THENCE SOUTH 54 DEGREES 05'00" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 38 DEGREES 55'00" EAST FOR A DISTANCE OF 201.35 FEET; THENCE SOUTH 62 DEGREES 12'00" WEST FOR A DISTANCE OF 384.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INDUSTRIAL BOULEVARD (60' R/W), SAID POINT BEING ON A CURVE, CUL-DE-SAC, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 70.00 FEET AND A DELTA ANGLE OF 97 DEGREES 11'44"; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY AND THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 118.75 FEET (CHORD DISTANCE OF 165.01 FEET AND CHORD BEARING OF SOUTH 51 DEGREES 56'31" EAST); THENCE SOUTH 89 DEGREES 29'39" EAST FOR A DISTANCE OF 59.09 FEET; THENCE NORTH 01 DEGREES 13'37" EAST A DISTANCE OF 44.74 FEET; THENCE SOUTH 87 DEGREES 49'13" EAST FOR A DISTANCE OF 369.17 FEET; THENCE NORTH 47 DEGREES 25'59" EAST FOR A DISTANCE OF 115.77 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

Sub
Initial

SeW
Initial

EXHIBIT "A"

A PORTION OF GOVERNMENT LOT 3, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 22'10" EAST ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 1100.66 FEET; THENCE NORTH 01 DEGREES 38'10" EAST FOR A DISTANCE OF 374.93 FEET; THENCE SOUTH 87 DEGREES 52'20" EAST FOR A DISTANCE OF 14.70 FEET; THENCE NORTH 38 DEGREES 55'00" WEST FOR A DISTANCE OF 152.80 FEET FOR THE POINT OF BEGINNING.

THENCE CONTINUE NORTH 38 DEGREES 55'00" WEST FOR A DISTANCE OF 244.27 FEET; THENCE SOUTH 62 DEGREES 12'00" WEST FOR A DISTANCE OF 101.78 FEET; THENCE NORTH 38 DEGREES 55'00" WEST FOR A DISTANCE OF 203.51 FEET TO THE SOUTH RIGHT OF WAY LINE OF INDUSTRIAL BOULEVARD (60' R/W); THENCE SOUTH 54 DEGREES 05'00" WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 15.00 FEET; THENCE SOUTH 38 DEGREES 55'00" EAST FOR A DISTANCE OF 201.35 FEET; THENCE SOUTH 62 DEGREES 12'00" WEST FOR A DISTANCE OF 384.26 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INDUSTRIAL BOULEVARD (60' R/W), SAID POINT BEING ON A CURVE, CUL-DE-SAC, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 70.00 FEET AND A DELTA ANGLE OF 97 DEGREES 11'44"; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY AND THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 118.75 FEET (CHORD DISTANCE OF 105.01 FEET AND CHORD BEARING OF SOUTH 51 DEGREES 56'31" EAST); THENCE SOUTH 89 DEGREES 29'39" EAST FOR A DISTANCE OF 59.09 FEET; THENCE NORTH 01 DEGREES 13'37" EAST A DISTANCE OF 44.74 FEET; THENCE SOUTH 87 DEGREES 49'13" EAST FOR A DISTANCE OF 369.17 FEET; THENCE NORTH 47 DEGREES 25'59" EAST FOR A DISTANCE OF 115.77 FEET TO THE POINT OF BEGINNING.

ALL LYING AND BEING IN SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

File No: 3019712

**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, and if not, what person or entity will be responsible for maintenance. 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 of 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: Industrial Blvd.
Legal Address of Property: 139 Industrial Blvd., Pensacola, FL 32505

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

This form completed by:
Southland Acquire Land Title, LLC
4900 Bayou Blvd.
Suite 207
Pensacola, Florida 32503

As to Seller(s):

Druscilla Beuerlein
Seller's Name: Druscilla Beuerlein, individually and as
Trustee of the Druscilla Beuerlein Revocable Living
Trust dated Nov. 4, 1993

Catherine H. Holsinger
Witness Name: Catherine H. Holsinger

James Michael Beuerlein
Seller's Name: James Michael Beuerlein, individually and
as Trustee of the Druscilla Beuerlein Revocable Living
Trust dated Nov. 4, 1993

Linda D. Skelton
Witness Name: Linda D. Skelton

As to Buyer(s):

Buyer's Name: BW Properties, LLC, A Florida Limited
Liability Company

Jerry Livings
Witness Name: Jerry Livings

By: Susan Elizabeth Wright
Buyer's Name: Susan Elizabeth Wright, Managing
Member

Corey A. Clark
Witness Name: Corey A. Clark

By: Leigh Ward Breal
Buyer's Name: Leigh Ward Breal, Managing Member

[Signature]
Witness Name: [Signature]

**THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective 4/15/95**

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.):

Note Dated JUNE 22, 2007 In The Amount of \$450,000.00

* With a Maturity Date of JULY 10, 2012

Said Loan In The Name(s) Of BW PROPERTIES, LLC
COCA (078)

Loan Number: 46183

- 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 \$450,000.00. 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:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. 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

AUB SEW