

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Jun 19, 2014 / 140562**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 7520.0000** , 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: 10-2921-100**

**Certificate Holder:**  
TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE  
50 SOUTH 16TH STREET SUITE 195  
PHILADELPHIA, PENNSYLVANIA 19102

**Property Owner:**  
SCOGINS REBECCA DIANNE JERNIGAN  
12511 OPHELIA DR  
PENSACOLA , FLORIDA 32506

**Legal Description:**

BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89 DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF ...

**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	7520.0000	06/01/11	\$1,272.55	\$0.00	\$107.90	\$1,380.45

**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
2014	6030.0000	06/01/14	\$483.33	\$6.25	\$24.17	\$513.75
2013	6405.0000	06/01/13	\$487.31	\$6.25	\$24.37	\$517.93
2012	6979.0000	06/01/12	\$670.33	\$6.25	\$66.34	\$742.92

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. \_\_\_\_\_
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes.....(   %)
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$3,155.05
\$0.00
\$250.00
\$75.00
\$3,480.05
\$3,480.05
\$32,126.50
\$6.25

\*Done this 19th day of June, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Candice Lewis

Date of Sale: January 5, 2015

\* 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**

6/19/2014

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 10-2921-100**

June 24, 2014  
Tax Year: 2010  
Certificate Number: 7520.0000

BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89  
DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF OPHELIA DR WLY ALG DR 100 FT TO POB OR 686 P 246 OR  
4262 P 1102 OR 6586 P 53 LESS MINERAL RIGHTS

**Notice to Tax Collector of Application for Tax Deed**

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE  
50 SOUTH 16TH STREET SUITE 195  
PHILADELPHIA, Pennsylvania, 19102**

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>
7520.0000	10-2921-100	06/01/2011	BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89 DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF OPHELIA DR WLY ALG DR 100 FT TO POB OR 686 P 246 OR 4262 P 1102 OR 6586 P 53 LESS MINERAL RIGHTS

**2013 TAX ROLL**

SCOGINS REBECCA DIANNE JERNIGAN  
12511 OPHELIA DR  
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.

trcspellc (Dan Friedman)  
Applicant's Signature

06/19/2014  
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**

15-009

File No.: 11590

October 7, 2014

Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, Florida 32591

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 10-07-1994, through 10-07-2014, and said search reveals the following:

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

Rebecca Dianne Scogins FKA Rebecca Dianne Jernigan

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: 

October 7, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11590

October 7, 2014

**073S324000171006 - Full Legal Description**

BEG AT NW COR OF LT 17 BLK F WEEKLEY BAYOU PB 5 P 98 FOR POB S 00 DEG 08 MIN E 254 10/100 FT N 89  
DEG 52 MIN E 80 FT N 04 MIN E 255 FT TO S R/W LI OF OPHELIA DR WLY ALG DR 100 FT TO POB OR 686 P  
246 OR 4262 P 1102 OR 6586 P 53 LESS MINERAL RIGHTS

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11590

October 7, 2014

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

1. That certain mortgage executed by Rebecca Dianne Jernigan and Louis F. Jernigan in favor of Olden J. DeValcourt dated 06/08/2004 and recorded 06/16/2004 in Official Records Book 5433, page 676 of the public records of Escambia County, Florida, in the original amount of \$48,000.00. Mortgage Modification recorded in O.R. Book 6586, page 55.
2. Taxes for the year 2010-2013 delinquent. The assessed value is \$65,216.00. Tax ID 10-2921-100.

**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.

# 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: 1-5-2015

TAX ACCOUNT NO.: 10-2921-100

CERTIFICATE NO.: 2011-7520

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

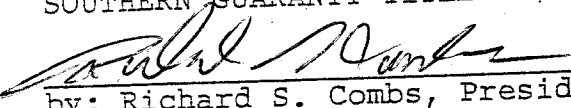
- X Notify City of Pensacola, P.O. Box 12910, 32521  
 X Notify Escambia County, 190 Governmental Center, 32502  
 X Homestead for 2013 tax year.

Rebecca Dianne Scogins fka  
Rebecca Diane Jernigan  
12511 Opheka Dr.  
Pensacola, FL 32506

Olden J. DeValcourt  
P.O. Box 34275  
Pensacola, FL 32507

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

Rec 18.50  
Deed 24.50  
-----  
43.00

### QUIT CLAIM DEED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That Louis F. Jernigan, single m.  
300 Vanhooven Rd. Flemington, NC 27521  
for and in consideration of the sum of TEN DOLLARS (\$10.00), and  
other valuable considerations, receipt whereof is hereby  
acknowledged, to remise, release, and quit claim unto  
Rebecca Scogins, married woman heirs, executors,  
administrators and assigns forever, the following described  
property, situated in Escambia County, State of Florida to wit:

12511 Ophelia Dr.  
Pensacola, FL.

32506

SEE ATTACHED LEGAL  
EXHIBIT "A"

Together with all and singular the tenements, hereditaments and  
appurtenances thereto belonging or in any wise appertaining, free  
from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
this 20th day of APRIL, 2010.

Signed, sealed and delivered  
in our presence

Brenda M. Demet  
Brenda M. DEMET

Louis F. Jernigan  
LOUIS F. JERNIGAN

Brenda M. Demet  
Notary Public  
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th  
day of APRIL, by LOUIS JERNIGAN, who produced  
identification of ALA. LICENSE AS SINGLE and did not take an oath.

Brenda M. Demet  
Notary Public BRENDA M. DEMET

Prepared By:  
Rebecca Scogins  
Return To:  
Rebecca Scogins  
12511 Ophelia Dr.  
Pensacola, FL  
32506



BRENDA M. DEMET  
MY COMMISSION # DD 867809  
EXPIRES: March 13, 2013  
Bonded Through Budget Notary Services



Exhibit "A"

Commence at the NW corner of Lot 17, Block F, of Weekley Bayou Subdivision, as per plat recorded in Plat Book 5 at Page 98 of the public records of Escambia County, Florida. For the P.O.B, thence run S00°08'E for 254.10 feet; thence run N89°52'E for 80 feet; thence run N04'E for 255 feet to the South R/W line of Ophelia Drive; thence run Westerly along Ophelia Drive 100 feet to the P.O.B.

Prepared by and return to: Without benefit of title search  
David S. Long

Michael D. Tidwell  
200 East Government Street Suite 240-B  
Pensacola, Florida 32501  
904-434-3223  
File No.: 98-1200C  
Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 15th day of May, 1998 between

**Madge M. Mullins, an unremarried widow**  
whose post office address is  
**12511 Ophelia Drive, Pensacola, Florida, 32506**  
grantor, and  
**MADGE M. MULLINS, an unremarried widow and**  
**Louis F. Jernigan and Rebecca Dianne Jernigan, husband and wife**  
as joint tenants with rights of survivorship  
whose post office address is  
**3400 Gulf Beach Highway, Pensacola, Florida 32507**  
grantee:

(Whenever used herein the terms "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, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

See Attached Exhibit "A"

PARCEL ID No. 07-35-32-4000-171-006

THIS CONVEYANCE IS EXEMPT FROM COMPLIANCE WITH ESCAMBIA COUNTY ORDINANCE CHAPTER 1-29.2, ARTICLE V AS THE PARTIES ARE RELATED BY BLOOD.

SUBJECT TO A MORTGAGE FROM MADGE M. MULLINS TO FIRST UNION HOME EQUITY BANK, N.A. DATE DECEMBER 12, 1994 AND RECORDED IN OFFICIAL RECORDS BOOK 3694, PAGE 967, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, HAVING A REMAING PRINCIPAL BALANCE OF \$27,000.00

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, 1997 .

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:

Patricia L. McKittrick  
Patricia L. McKittrick

Madge M. Mullins  
Madge M. Mullins

Cynthia V. Green  
CYNTHIA V. GREEN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of May, 1998, by Madge W. Mullins who produced FLA. DRIVER LICENSE as identification.

David S. Long  
Notary Public



DAVID S. LONG  
My Comm. Exp. 6/29/98  
CC # 389085  
Bonded By HAI  
900-422-1555

DR BK 4262 PG1104  
Escambia County, Florida  
INSTRUMENT 98-487809

RCD May 28, 1998 02:39 pm  
Escambia County, Florida

Eppie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-487809

EXHIBIT "A"

Commence at the North West corner of Lot 17, Block F, of Weekley Bayou Subdivision as per plat recorded in Plat Book 5 at Page 98 of the public records of Escambia County, Florida. For the Point of Beginning thence run South 00 degrees 08 minutes East for 254.10 feet; thence run North 89 degrees 52 minutes East for 80 feet; thence run North 04 degrees East for 255' to the South ROW Line of Ophelia Drive; thence run Westerly along Ophelia Drive 100' to the Point of Beginning.

Return to: (enclose self-addressed stamped envelope)

MORTGAGE DEED

Name: Southland Acquire Land Title, L.L.C.

OR BK 5433 PGO676  
Escambia County, Florida  
INSTRUMENT 2004-251749

Address: 1120 N 12th Avenue  
Pensacola, Florida 32501

MTG DOC STAMPS PD @ ESC CO \$ 160.00  
06/16/04 ERNIE LEE HAGANA, CLERK

File # 04-26115

This Instrument Prepared by:

Charlene c. Boucher

INTANGIBLE TAX PD @ ESC CO \$ 96.00  
06/16/04 ERNIE LEE HAGANA, CLERK

Address: Southland Acquire Land Title, L.L.C.

1120 N 12th Avenue  
Pensacola, Florida 32501

Property Appraisers Parcel Identification (Folio) Number(s):

073S32-4000-171-006

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

## Mortgage Deed

168  
2/2  
2/2

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

Made this 8th day of June, 2004

BETWEEN Rebecca Dianne Jernigan and Louis F. Jernigan, wife and husband

called the Mortgagor, whose post office address is: 12511 Ophelia Drive  
Pensacola, Florida 32506

and Olden J. DeValcourt, a married man

called the Mortgagee, 5490 Cruzat way  
Pensacola, Florida 32507

WITNESSETH, That the said Mortgagor, for and in consideration of the sum of \$48,000.00  
Forty Eight Thousand Dollars and -----00/100 Dollars,  
to him in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, has granted, bargained and  
sold to the said Mortgagee, the following described land situate, lying and being in the County of  
Escambia, State of Florida to-wit:

See Attached Exhibit "A" For Legal Description.

This Mortgage is payable in 59 consecutive monthly installments of \$463.21  
including principal and interest commencing July 8, 2004 with a final balloon  
payment of \$43,568.42 on July 8, 2009

If this Mortgage is paid in full within the first three years a 10% pre-payment  
penalty will be assessed.

If payments become more than ten days delinquent, a late charge of 10% per month  
will be assessed.

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

PROVIDED ALWAYS, That if said Mortgagor shall pay to the said Mortgagee a certain promissory note, a copy of  
which is attached hereto and made a part hereof, and shall perform and comply with each and every stipulation,  
agreement and covenant of said note and of this mortgage, then this mortgage and the estate hereby created shall be  
void, otherwise the same shall remain in full force and virtue. And the said Mortgagor covenants to pay the interest  
and principal promptly when due; to pay the taxes and assessments on said property; to carry insurance against fire on  
the building(s) on said land for not less than \$ N/A, and windstorm insurance in the amount of  
\$ N/A, approved by the Mortgagee, with standard mortgage loss clause payable to Mortgagee, the  
policy to be held by the Mortgagee, to keep the building(s) on said land in proper repair; and to waive the homestead  
exemption.

Should any of the above covenants be broken, then said note and all monies secured hereby shall without demand, if  
the Mortgagee so elects, at once become due and payable and the mortgage be foreclosed, and all costs and expenses

(Page 1 of 2 pages)

of collection of said monies by foreclosure or otherwise, including solicitor's fees shall be paid by the Mortgagor, and the same are hereby secured.  
IN WITNESS WHEREOF, The said Mortgagor hereunto sets his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Presence of Us:

Charlene C. Boucher  
Witness: Charlene C. Boucher

C.N. RITTENHOUSE  
Witness: C.N. RITTENHOUSE

Rebecca Dianne Jernigan  
Rebecca Dianne Jernigan

Louis F. Jernigan  
Louis F. Jernigan

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 8th day of June, 2004  
by Rebecca Dianne Jernigan and Louis F. Jernigan, wife and husband

who is/are personally known to me or who has/have produced Drivers License

as identification and who did take an oath.

My Commission expires:

(Seal)

Charlene C. Boucher

Notary Public  
Serial Number:

**CHARLENE C. BOUCHER**  
Notary Public-State of FL  
Comm. Exp. Oct. 4, 2007  
Comm. No. DD 251316

OR BK 5433 PG0678  
Escambia County, Florida  
INSTRUMENT 2004-251749

RCD Jun 16, 2004 09:31 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-251749

04-26115

Exhibit "A"

Commence at the NW corner of Lot 17, Block F, of Weekley Bayou Subdivision, as per plat recorded in Plat Book 5 at Page 98 of the public records of Escambia County, Florida. For the P.O.B, thence run S00°08'E for 254.10 feet; thence run N89°52'E for 80 feet; thence run N04°E for 255 feet to the South R/W line of Ophelia Drive; thence run Westerly along Ophelia Drive 100 feet to the P.O.B.

## MORTGAGE MODIFICATION AGREEMENT

This instrument prepared by:  
Olden J. DeValcourt  
P.O. Box 34275  
Pensacola, Florida 32507

This agreement made this 22<sup>nd</sup> day of April, A. D. ~~XXXX~~ 2010  
by and between Olden J. DeValcourt Florida,  
P.O. Box 34275 Pensacola, Florida 32507  
Party of the First Part, and \_\_\_\_\_  
Rebecca Dianne Scogins fka Rebecca Dianne Jernigan  
and Eric Scogins, wife and husband, Part ies of the Second Part.

### WITNESSETH:

WHEREAS, the party of the first part is the owner and holder of that certain mortgage from the part ~~ies~~ of the second part dated June 4, 2004, and recorded in Official Record Book 5433 Page 676 of the Public Records of Escambia County, Florida,

AND WHEREAS, the party of the first part is now the owner and holder of that certain promissory note for which said mortgage was given as security, said note being in the original principal amount of \_\_\_\_\_  
Forty Eight Thousand and 00/100-----

AND WHEREAS, the parties hereto have mutually agreed to modify the terms of said note and mortgage,

NOW, THEREFORE, in consideration of the mutual agreements of the parties hereto, it is agreed as follows:

- (1) Upon the execution of this agreement, the total outstanding unpaid principal under said note and mortgage is the amount of Seven Thousand Five Hundred Forty Two and 97/100.  
The parties hereto acknowledge that upon execution of this agreement the interest on said obligation shall have been paid through March 31, 2010.
- (2) Said note and mortgage is hereby amended and modified to be payable as follows:

See Attached copy of Promissory Note Herein

- (3) From and after April 10, 2010, interest rate on said note and mortgage shall be \_\_\_\_\_  
Ten percent (10.00%) per annum, interest to be computed on the unpaid principal balance.
- (4) This modification is made on the express agreement and understanding that all other provisions of said original note and mortgage shall remain in full force and effect save and except as modified by this agreement, and in the event of default same shall at the election of the mortgagee operate to mature the full indebtedness to immediate collection and foreclosure.

(OVER)



IN WITNESS WHEREOF, the parties hereto have executed these presents or caused to be executed these presents by their appropriate officers, in duplicate the day and year first above written.

(SEAL)

ATTEST:

By: \_\_\_\_\_ (Title)

By: \_\_\_\_\_ (Title)  
WITNESSES: (as to all parties)

Olden J. DeValcourt  
Olden J. DeValcourt

Carol D. Eubanks  
J Gantt  
Jennifer Gantt

Rebecca Dianne Scogins  
Rebecca Dianne Scogins fka Rebecca Dianne Jernigan  
Eric Scogins  
Eric Scogins

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF Escambia

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Olden J. DeValcourt and Rebecca Dianne Scogins fka Rebecca Dianne Jernigan and Eric Scogins, wife and husband, respectively of the \_\_\_\_\_, to me well known and known to me to be the individuals described in and who executed the foregoing Mortgage Modification Agreement and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Pensacola, Florida in the County and State aforesaid, this 22nd day of April, XXXX 2010

CAROL D. EUBANKS  
Notary Public-State of FL  
Comm. Exp. Mar. 3, 2012  
Comm. No. DD 753497

[Signature]

Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_

to me well known and known to me to be the individual \_\_\_\_\_ described in and who executed the foregoing Mortgage Modification Agreement and \_\_\_\_\_ acknowledged before me that \_\_\_\_\_ executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at \_\_\_\_\_, in the County and State aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Notary Public

My commission expires: \_\_\_\_\_

MORTGAGE NOTE

Pensacola, FLORIDA

April 22, 2010

\$13,542.97

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one) promises to pay Olden J. DeValcourt or order, in the manner hereinafter specified, the principal sum of \$13,542.97 with interest from date at the rate of 10.00% per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at P.O. Box 34275, Pensacola, Florida 32507 or at such place as may be hereafter designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Payable in 57 consecutive monthly installments of \$300.00 including principal and interest commencing on May 1, 2010.

If this Mortgage is paid in full within the first three years a 10% pre-payment penalty will be assessed.

If payments become ten more days delinquent per month, a late charge of 10% per month will be assessed.

This Mortgage cannot be assumed without the prior written consent of the Note Holder herein.

This note with interest is secured by a mortgage on real estate, or even date herewith, made by the maker hereof in favor of the said Payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage for a period of 30 days, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder," maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

12511 Ophelia Drive  
Pensacola, Florida 32506

Rebecca Dianne Scogins  
Rebecca Dianne Scogins fka Rebecca Dianne Jernigan