

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Aug 28, 2013 / 130765**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 8101.0000** , 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: 10-4606-030**

**Certificate Holder:**  
PPF HOLDINGS III LTD.  
U.S. BANK CUSTODIAN FOR PPF HO  
P.O. BOX 645051  
CINCINNATI, OHIO 45264

**Property Owner:**  
STEPHENS BOBBY LUCILLE & BANK REGIONS TRUSTEES  
FOR  
PO BOX 365  
LILLIAN , ALABAMA 36549

**Legal Description:** 35-3S3-211  
UNIT 116 PERDIDO SUN CONDOMINIUM PHASE I ALSO 2.1048% INT IN COMMON ELEMENTS OR 3646 P 80 OR 5941 P 1411

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	8101.0000	06/01/11	\$5,518.61	\$0.00	\$275.93	\$5,794.54

**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	6863.0000	06/01/13	\$4,290.00	\$6.25	\$214.50	\$4,510.75
2012	7475.0000	06/01/12	\$4,698.21	\$6.25	\$234.91	\$4,939.37

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

\$15,244.66
\$0.00
\$150.00
\$75.00
\$15,469.66
\$15,469.66
\$6.25

\*Done this 28th day of August, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA  
Senior Deputy Tax Collector

Date of Sale: 7<sup>th</sup> July 2014

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

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**PPF HOLDINGS III LTD.  
U.S. BANK CUSTODIAN FOR PPF HO  
P.O. BOX 645051  
CINCINNATI, Ohio, 45264**

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>
8101.0000	10-4606-030	06/01/2011	35-3S3-211 UNIT 116 PERDIDO SUN CONDOMINIUM PHASE I ALSO 2.1048% INT IN COMMON ELEMENTS OR 3646 P 80 OR 5941 P 1411

**2012 TAX ROLL**

STEPHENS BOBBY LUCILLE & BANK  
REGIONS TRUSTEES FOR  
PO BOX 365  
LILLIAN , Alabama 36549

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

tda2012 (Taimur Jamil)  
Applicant's Signature

08/28/2013  
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.: 10998

October 17, 2013

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 10-17-1993, through 10-17-2013, and said search reveals the following:

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

Bobby Lucille Stephens and Regions Bank, as Trustee of the Bobby Lucille Stephens Revocable Trust Agreement dated 05-16-2006

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 17, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10998

October 17, 2013

**353S321103116010 - Full Legal Description**

UNIT 116 PERDIDO SUN CONDOMINIUM PHASE I ALSO 2.1048% INT IN COMMON ELEMENTS OR 3646 P 80  
OR 5941 P 1411

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10998

October 17, 2013

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

1. That certain mortgage executed by Bobby L. Warner in favor of Bank of America, N.A. dated 11/04/2005 and recorded 11/18/2005 in Official Records Book 5780, page 342 of the public records of Escambia County, Florida, in the original amount of \$750,000.00.
2. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 5872, page 96.
3. Condominium Lien filed by Perdido Sun Condominium Association recorded in O.R. Book 6796, page 1734.
4. Taxes for the year 2010-2012 delinquent. The assessed value is \$266,474.00. Tax ID 10-4606-030.

**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: 07-07-2014

TAX ACCOUNT NO.: 10-4606-030

CERTIFICATE NO.: 2011-8101

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  
221 Palafox Place, 4th Floor/  
  Notify Escambia County, 190 Governmental Center, 32502  
  Homestead for \_\_\_\_\_ tax year.

Bobby Lucille Stephens  
and Regions Bnak, as Trustees  
of the Bobby Lucille Stephens  
Revocable Trust Agreement  
dated 5-16-2006  
P.O. Box 365  
Lillian, AL 36549

Bank of America, N.A.  
100 North Tryon St.  
Charlotte, NC 28255

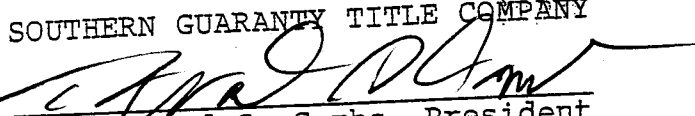
Escambia County Code Enforcement  
3363 West Park Place  
Pensacola, FL 32505

Unknown Tenants  
13753 Perdido Key Dr. #116  
Pensacola, FL 32507

Perdido Sun Condominium Assoc., Inc.  
P.O. Box 34200  
Pensacola, FL 32507

Certified and delivered to Escambia County Tax Collector,  
this 23rd day of October, 2013.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

78.00  
2.00  
1.70  
80.70

RETURN TO: Bobby L. Warner  
1804 E. LaRua Street  
Pensacola, FL 32501

Prepared by: Kathleen K. DeMaria  
Smith, Sauer & DeMaria  
P.O. Box 12446  
Pensacola, FL 32591-2446

This deed is being prepared without the examination of title,  
with legal description being provided to preparer by grantor.

WARRANTY DEED

THIS INDENTURE, Made this 16<sup>th</sup> day of May, 2006,  
between Bobby Warner, a/k/a Bobby L. Warner, a/k/a Bobby L. Stephens, a  
married woman, of the County of Escambia, State of Florida, hereinafter  
referred to as "grantor" and Bobby Lucille Stephens and Regions Bank, as  
Trustees of the Bobby Lucille Stephens Revocable Trust Agreement dated  
May 16, 2006, by and between Bobby Lucille Stephens as  
Grantor and Bobby Lucille Stephens and Regions Bank as Trustees, whose  
post office address is 1804 E. LaRua Street, Pensacola, Florida 32501,  
hereinafter called "grantee".

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, Bobby Lucille Stephens and Regions Bank, as Trustees of  
the Bobby Lucille Stephens Revocable Trust Agreement dated May  
16, 2006, by and between Bobby Lucille Stephens as Grantor and  
Bobby Lucille Stephens and Regions Bank as Trustees, all of her interest  
in the following described land, situate, lying and being in Escambia  
County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR.

Subject to taxes for the current year, zoning ordinances and  
restrictions, limitations and easements of record.

The above described property bearing Property Appraiser Parcel  
Identification No. See Exhibit "A" Attached Hereto.

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

\*"Grantor" and "Grantee" are used for singular or plural, as context  
requires.

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:

K. Leigh Eagerton  
K. Leigh Eagerton  
Printed Name of Witness

Bobby Warner  
Bobby Warner, a/k/a Bobby L. Warner,  
a/k/a Bobby L. Stephens

Jennifer L. Weldon  
Jennifer L. Weldon  
Printed Name of Witness

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May, 2006, by Bobby Warner a/k/a Bobby L. Warner, a/k/a Bobby L. Stephens,

(  ) to me personally known

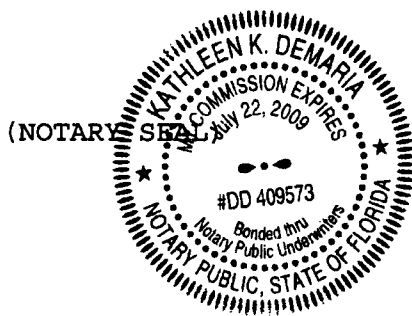
(  ) Identified by Driver's License

(  ) Identified by \_\_\_\_\_

Kathleen K. DeMaria  
Notary Public

Kathleen K. DeMaria  
Printed Name

My Commission Expires:





Northwesterly having a radius of 7698.97 feet, an arc distance of 817.66 feet (Chord = 817.27 feet, Chord Bearing = North 52°38'08" East) to the point of tangency; thence go North 49°35'35" East along the aforesaid Southeasterly right of way line a distance of 1635.99 feet to an intersection with the North line of the aforesaid Section 21; thence go North 89°27'19" East along the aforesaid North line of Section 21 a distance of 2358.55 feet to the Point of Beginning. The above described parcel of land is situated in Sections 20 and 21, Township 3 South, Range 31 West, Escambia County, Florida, and contains 332.08 acres, more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Begin at the Southwest corner of Section 20, Township 3 South, Range 31 West, Escambia County, Florida, thence North 01°37'15" West along the West line of said Section 20 for 214.91 feet, thence North 53°33'15" East for 300.22 feet, thence North 78°43'45" East for 291.02 feet, thence North 88°27'20" East for 339.25 feet, thence South 83°54'55" East for 195.38 feet, thence North 88°26'28" East 89.70 feet, thence South 79°24'39" East for 188.75 feet, thence South 01°59'54" East 407.00 feet to a point on the South line of the aforesaid Section 20, thence North 89°56'51" West along said South line for 1343.65 feet to the Point of Beginning, all lying and being in a portion of Section 20, Township 3 South, Range 31 West, Escambia County, Florida.

That portion of Perdido Bay Country Club Estates, Unit No. 9, Section 22, Township 3 South, Range 31 West, as recorded in Plat Book 9, Page 18, of the public records of Escambia County, Florida, described as follows: Begin at the Northeast corner of Section 22, Township 3 South, Range 31 West, Escambia County, Florida; thence South 00°02'34" East along the East line of said Section 22 for 1046.78 feet to the North line of Chandelle Subdivision as recorded in Plat Book 14, Page 100 of the public records of Escambia County, Florida; thence South 89°57'26" West along the North line of Chandelle Subdivision for 706.25 feet to the Northwest corner of Chandelle Subdivision; thence South 00°59'03" East along the West line of Chandelle Subdivision for 480.13 feet; thence North 89°56'50" West for 1050.17 feet; thence North 00°59'03" West for 525.77 feet; thence North 57°37'44" East for 400.50 feet; thence North 36°40'03" East 857.66 feet; thence North 46°00'05" East for 155.75 feet; thence South 85°02'18" East for 244.11 feet; thence North 78°20'37" East for 567.01 feet to the East line of Section 21, Township 3 South, Range 31 West, thence South 01°37'13" East along the said East line of Section 21 for 133.22 feet for the Point of Beginning.

Parcel ID No. 21-3S-31-1000-000-000 & 22-3S-31-2000-000-000

Parcel 6

✓  
Condominium Unit No. 116, of Perdido Sun, a condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2125, Page 274, public records of Escambia County,

Florida, together with all appurtenances thereto, including an undivided interest in the common elements of said condominium, as set forth in said Declaration.

Parcel ID No. 35-3S-32-1103-116-010

Parcel 7

Unit No. 1-PH1D, Beach Colony West, a condominium, together with the pro rata interest in the Common Elements and Common Property of the Condominium and Limited Common Elements appurtenant thereto, more particularly delineated and identified in the Declaration of Condominium of Beach Colony West, a condominium, recorded in Official Records Book 4228, Page 1688, et seq., and as amended, of the public records of Escambia County, Florida.

Parcel ID No. 35-3S-32-4000-063-001

Parcel 8

Starting at the intersection of the South right of way line of Florida Highway No. 292 and the Alabama-Florida State line, run thence North 74°52' East along the said South right of way line of Florida Highway No. 292 a distance of 701.07 feet to the Point of Beginning; continue thence North 74°52" East along said line 64.93 feet; run thence due South 452 feet to the Margin of the Gulf of Mexico; run thence South 74°52' West along the Margin of the Gulf of Mexico 64.93 feet, more or less to a point due South of the Point of Beginning; run thence due North 452 feet, more or less, to the Point of Beginning; together with any and all water and riparian or littoral rights appertaining thereto; being a portion of Section 1, Township 4 South, Range 33 West, Escambia County, Florida;

LESS AND EXCEPT therefrom however the following described parcel on which the six Rolling Surf Townhouse Units have been constructed and a "common area" in which each of the owners of the six townhouse units has an undivided one-sixth interest, which entire parcel is described as follows: Starting at the intersection of the South right of way line of Florida Highway 292 and the Alabama-Florida State line thence North 74°52' East along the South line of said State Highway No. 292 a distance of 721.79 feet to the Point of Beginning; thence continue same course a distance of 44.21 feet; thence run South 0°00' East a distance of 210 feet; thence run due West at right angles to the line last run a distance of 42.68 feet; thence run North 0°00' West a distance of 198.46 feet to the Point of Beginning; being a portion of Section 1, Township 4 South, Range 33 West, Escambia County, Florida.

Parcel ID No. 01-4S-33-1002-099-004

Parcel 9

Commence at the intersection of the North right of way line of

6.00  
1197.00  
1203.00

OR Bk3646 Pg0080  
INSTRUMENT 00157301

This instrument prepared by:  
JEFFREY T. SAUER, ESQUIRE  
Smith, Sauer, DeMaria & Johnson  
P.O. Box 12446  
Pensacola, FL 32582-2446

D.S. PD. \$ 1197.00  
DATE 9-13-94  
JOE A. FLOWERS, COMPTROLLER  
BY: M. W. [Signature] B.E.  
CERT. REG. #58-2043328-27.01

**WARRANTY DEED**

THIS INDENTURE made this 31st day of August, 1994 by and between WAYNE E. THOMAS, GLYNN R. PITTMAN, LAWRENCE W., STOULIG, JR. AND CHARLES D. LACOUR, ALL MARRIED MEN, GRANTOR, and BOBBY L. WARNER, A SINGLE WOMAN, as GRANTEE, whose post office address is 804 East LaRue Street, Pensacola, FL 32501, and whose social security numbers are 420-78-3497.

**WITNESSETH:**

That said Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the Grantees, their heirs, legal representatives, successors and assigns, forever the following described land situated, lying and being in Escambia County, Florida, to-wit:

Condominium Unit No. 116, of Perdido Sun, A condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 2125, at page 274 of the public records of Escambia County, Florida, together with all appurtenances thereto, including an undivided interest in the common elements of said condominium, as set forth in said Declaration.

PARCEL IDENTIFICATION NUMBER: 35-3S-32-1103-116-0100

SUBJECT TO taxes for the current and subsequent years, zoning ordinances and restrictions, reservations, limitations and easements of record. Subject to restrictions in OR 2125 at page 724, OR 2419 at page 334, OR 3164 at page 736, all of the public records of Escambia County, Florida. Subject to easement in OR 2085 at page 664 of the public records of Escambia County, Florida.

Said Grantor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal the day and year first above written.

WITNESSES: WAYNE E. THOMAS, GLYNN R. PITTMAN, AND LAWRENCE W. STOULIG, JR.

[Signature]  
Printed Name: Ramela A. Blake

By: [Signature]  
CHARLES D. LACOUR individually and as their attorney in fact

[Signature]  
Printed Name: JEFFREY T. SAUER

[Signature]  
CHARLES D. LACOUR

Instrument 00157301  
Filed and recorded in the public records SEPTEMBER 13, 1994 at 04:11 P.M. in Book and Page noted above or hereon and record verified JOE A. FLOWERS, COMPTROLLER Escambia County, Florida

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of August, 1994 by Charles D. Lacour, individually and as attorney in fact for Wayne E. Thomas, Glynn R. Pittman, and Lawrence W. Stoulig. CHARLES D. LACOUR is personally known to me.

JEFFREY T. SAUER  
Commission CC296268  
Expires Jul. 30, 1997  
Bonded by ANB  
800-852-5878

[Signature]  
NOTARY PUBLIC  
Printed Name: Jeffrey T. Sauer  
State of Florida at Large  
My commission expires:

[NOTARY SEAL]  
JEFFREY T. SAUER  
My Commission CC296268  
Expires Jul. 30, 1997  
Bonded by ANB  
800-852-5878

*Smith, Sauer & DeMaria*  
510 E. Zaragoza Street  
Pensacola, FL 32502

**WHEN RECORDED MAIL TO:**

Bank of America Consumer Collateral Tracking  
FL9-700-04-10  
9000 Southside Blvd, Bldg 700  
Jacksonville, FL 32256

This Mortgage prepared by:

Name: CARMELLIA M DAY  
Company: Bank of America, N.A.  
Address: FL2-002-01-02 8700 LAKEVIEW CENTER DR, TAMPA, FL 33619-0000

**MORTGAGE**

**FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$1,500,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated November 4, 2005, is made and executed between **BOBBY L WARNER, A MARRIED PERSON, WHOSE ADDRESS IS 1804 E. LA RUA ST., PENSACOLA, FL 32501** (referred to below as "Grantor") and Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **ESCAMBIA County, State of Florida:**

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as **13753 PERDIDO KEY DRIVE #116, PENSACOLA, FL 32507-0000.**

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$750,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

2-4421042

**MORTGAGE  
(Continued)**

Loan No: 68211057884199

Page 7

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means BOBBY L WARNER and includes all co-signers and co-makers signing the Credit Agreement.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated November 4, 2005, with credit limit of \$750,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is November 4, 2030.  
**NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means BOBBY L WARNER.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means Bank of America, N.A., its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**MORTGAGE  
(Continued)**

Loan No: 68211057884199

Page 8

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Bobby L. Warner  
BOBBY L WARNER

WITNESSES:

x Jennifer M. Hall  
Jennifer M. Hall  
x Kimberly George  
Kimberly George

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

)  
) SS

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 2005  
by **BOBBY L WARNER**, who is personally known to me or who has produced \_\_\_\_\_ as identification and  
did / did not take an oath.



Kimberly George  
(Signature of Person Making Acknowledgment)  
Kimberly George  
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

## **Exhibit A**

**Unit 116, Perdido Sun, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 2125, Page 724, as amended, of the public records of Escambia County, Florida, together with all appurtenances thereto including an undivided interest in the common elements as set forth in the Declaration of Condominium.**

**Parcel Identification Number: 35-3S-32-1103-502-010**

The above-described property is not the homestead property of the grantor.

Recorded in Public Records 03/30/2006 at 12:38 PM OR Book 5872 Page 96,  
Instrument #2006031867, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

Recorded in Public Records 03/30/2006 at 12:18 PM OR Book 5872 Page 31,  
Instrument #2006031851, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

**THE OFFICE OF ENVIRONMENTAL CODE ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 05-11-0117  
Location: 17351 Perdido Key Drive  
PR# 014S33-1002-099-004

Bobby L Warner  
1804 E La Rua Street  
Pensacola, FL 32501

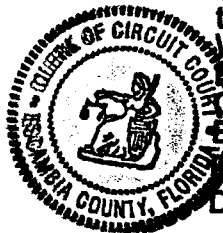
**ORDER**

This CAUSE having come before the Office of Environmental Code  
Enforcement Special Magistrate on the Petition of the Environmental Code Enforcement  
Officer for alleged violation of the ordinances of the County of Escambia, State of  
Florida, and the Special Magistrate having considered the evidence before him in the  
form of testimony by the Code Enforcement Officer and the respondent or representative,  
Charles Voshell as well as evidence submitted and after consideration of the  
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate  
finds that a violation of the Code of Ordinances \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

has occurred and continues.



Certified to be a true copy of  
the original on file in this office  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida

By: Deanna Colwan D.C.  
Date: 3-30-06



THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby ORDERED that: Buddi L. W. Moore shall have until April 18, 2006 to correct the violation and to bring the violation into compliance. Corrective action shall include: \_\_\_\_\_

Complete abatement & removal of  
all debris

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 200 per day, commencing April 18, 2006. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Code Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ \_\_\_\_\_ are hereby awarded in favor of Escambia County as the prevailing party against \_\_\_\_\_.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the

property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 28<sup>th</sup> day of March, 2006.

  
\_\_\_\_\_  
Robert O. Beasley  
Special Magistrate,  
Office of Environmental Code Enforcement

**THIS INSTRUMENT PREPARED BY:**

**David L. Powell, Esquire  
Liberis Law Firm, P.A.  
212 W. Intendencia Street  
Pensacola, Florida 32502  
Telephone: 850.438.9647**

**CLAIM OF LIEN FOR ASSESSMENTS**

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**BEFORE ME**, the undersigned Notary Public, personally appeared **DAVID L. POWELL, ATTORNEY/AGENT** of Perdido Sun Condominium Association, Inc., a Florida corporation, on behalf of the corporation. Affiant took an oath, and is personally known to me that Affiant is the Attorney/Agent of Perdido Sun Condominium Association, Inc., whose post office address is c/o Stephenson Resort Management, Inc., Post Office Box 34200, Pensacola, Florida 32507, and that pursuant to the Declaration of Covenants Conditions and Restrictions for Perdido Sun Condominium Association, said association is owed the following amounts for shares of the common expenses:

<u>Description</u>	<u>Amount</u>
Past Due Assessments, Maintenance, Interest	\$ 15,109.53
Attorneys' Fees and Costs	\$ 2,417.06
Total	\$ 17,526.59

plus interest at the rate of 11% per annum from the due dates.

This Claim of Lien will also secure all unpaid assessments, interest, late fees, costs, and attorneys' fees which are due and which may accrue subsequent to the date of this Claim of Lien and prior to entry of a final judgment of foreclosure.

The Lienor claims this lien on the following described property in Escambia County, Florida:

Unit 116, Perdido Sun Condominium, according to the Declaration of Condominium recorded in Official Records Book 2125, at Page 724, as amended, of the public records of Escambia County, Florida, together with all appurtenances thereto including an undivided interest in the commons elements as set forth in the Declaration of Condominium.

the current owner of which is Bobby L. Warner and the property location is 13753 Perdido Key Drive, Unit 116, Pensacola, FL 32507.

The amount due to the Lienor remains outstanding as of \$ 17,526.59.

Perdido Sun Condominium Association, Inc.,  
A Florida Corporation Not for Profit

By: \_\_\_\_\_


  
DAVID L. POWELL, ESQ.  
Attorney/Agent

The foregoing instrument was acknowledged before me by David L. Powell, Esq., Attorney/Agent

for Perdido Sun Condominium Association, Inc., who is personally known to me on this 13<sup>th</sup> day of December, 2011.

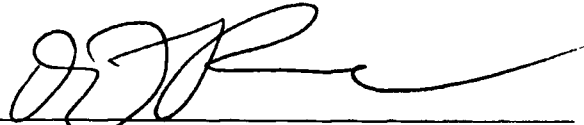


DOMINIQUE A. BROWN  
MY COMMISSION # EE 141020  
EXPIRES: November 8, 2015  
Bonded Three Budget Notary Services

  
DOMINIQUE A. BROWN, NOTARY PUBLIC

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien has been furnished by Certified U.S. Mail, Return Receipt Requested (Parcel No.: 7011 0110 0001 1348 7911), and Regular U.S. Mail, to Bobby Warner, 38 South Blue Angel Parkway, #234, Pensacola, FL 32506, on this 13<sup>th</sup> day of December, 2011.



DAVID L. POWELL, ESQ. (FL Bar No.: 104937)

Liberis Law Firm, P.A.

212 W. Intendencia Street

Pensacola, Florida 32502

(850) 438-9647 – Telephone

(850) 433-5409 – Facsimile

dpowell@liberislaw.com