

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:

| Certificate No. | Parcel ID Number | Date | Legal Description |
|------------------------|-------------------------|-------------|---|
| 10963.0000 | 14-1526-000 | 06/01/2011 | 00-050-090 LTS 11 12 & E 10 FT LT 13 BLK 183 NEW CITY TRACT OR 5888 P 644 CA 50 |

2012 TAX ROLL

JERNIGAN GREGORY R & KIM U & FUNCHES
WILLIAM W III &
1808 N 16TH AVE
PENSACOLA , Florida 32503

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

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Aug 28, 2013 / 130778

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 10963.0000**, 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: 14-1526-000**

Certificate Holder:

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

Property Owner:

JERNIGAN GREGORY R & KIM U & FUNCHES WILLIAM W III &
1808 N 16TH AVE
PENSACOLA, FLORIDA 32503

Legal Description: 00-0S0-090

LTS 11 12 & E 10 FT LT 13 BLK 183 NEW CITY TRACT OR 5888 P 644 CA 50

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 | 10963.0000 | 06/01/11 | \$3,283.38 | \$0.00 | \$164.17 | \$3,447.55 |

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 | 9476.0000 | 06/01/13 | \$2,958.12 | \$6.25 | \$147.91 | \$3,112.28 |
| 2012 | 10392.0000 | 06/01/12 | \$3,060.47 | \$6.25 | \$153.02 | \$3,219.74 |

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County) \$9,779.57
2. Total of Delinquent Taxes Paid by Tax Deed Application \$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant \$150.00
4. Ownership and Encumbrance Report Fee \$75.00
5. Tax Deed Application Fee \$10,004.57
6. Total Certified by Tax Collector to Clerk of Court \$10,004.57
7. Clerk of Court Statutory Fee \$0.00
8. Clerk of Court Certified Mail Charge \$0.00
9. Clerk of Court Advertising Charge \$0.00
10. Sheriff's Fee \$0.00
11. \$0.00
12. Total of Lines 6 thru 11 \$10,004.57
13. Interest Computed by Clerk of Court Per Florida Statutes....(%) \$0.00
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S. \$0.00
15. Statutory (Opening) Bid; Total of Lines 12 thru 14 \$0.00
16. Redemption Fee \$6.25
17. Total Amount to Redeem \$6.25

*Done this 28th day of August, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rish, CFCA
Senior Deputy Tax Collector

Date of Sale: 7th July 2014

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

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2011/ 10963.000, Issued the 01st day of June, 2011, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit:
14-1526-000

Cert PPF HOLDINGS III LTD.
Holder U.S. BANK CUSTODIAN FOR PPF HO
P.O. BOX 645051
CINCINNATI OH 45264

Property Owner JERNIGAN GREGORY R & KIM U
& FUNCHES DEBRA H
1326 E LEE ST
PENSACOLA FL 32503

LTS 11 12 & E 10 FT LT 13

BLK 183

NEW CITY TRACT

OR 5888 P 644

CA 50

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 Application:

| Certificate | Date of Sale | Face Amount | T/C Fee | Interest | Total |
|-----------------|--------------|-------------|---------|----------|----------|
| 2011/ 10963.000 | 06/01/2011 | 3,283.38 | 0.00 | 164.17 | 3,447.55 |

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

| Certificate | Date of Sale | Face Amount | T/C Fee | Interest | Total |
|-----------------|--------------|-------------|---------|----------|----------|
| 2012/ 10392.000 | 06/01/2012 | 3,060.47 | 6.25 | 153.02 | 3,219.74 |
| 2013/ 9476.000 | 06/01/2013 | 2,958.12 | 6.25 | 147.91 | 3,112.28 |

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 9,779.57
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{ }
4. Ownership and Encumbrance Report Fee 150.00
5. Total Tax Deed Application Fee 75.00
6. Total Certified By Tax Collector To Clerk of Court 10,004.57
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. 68,606.00
15. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

* Done this the 21st day of October, 2013

Date of Sale: July 7, 2014 TAX COLLECTOR OF Escambia County Tax Collector County
By Jenna Stewart

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this 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.: 11011

October 21, 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 10-21-1993, through 10-21-2013, and said search reveals the following:

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

Gregory R. Jernigan and Kim U. Jernigan and Debra H. Funches, a widow

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

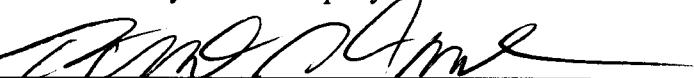
4. Taxes:

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 21, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11011

October 21, 2013

Los 11 and 12 and the East 10 feet of Lot 13, Block 183, New City Tract, according to the map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906. All lying and being in the City of Pensacola, Escambia County, Florida.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11011

October 21, 2013

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

1. Mortgage executed by Gregory R. Jernigan and Kim U. Jernigan, and William W. Funches and Debra H. Funches to Bank of Pensacola NKA Coastal Bank & Trust, dated 04/17/2006 and recorded in Official Record Book 5888 on page 645 of the public records of Escambia County, Florida. given to secure the original principal sum of \$230,000.00. Assignment of Rents and Leases recorded in O.R. Book 5888, page 653.
2. Notice of Lis Pendens filed by Synovus Bank formerly Coastal Bank & Turst recorded in O.R. Book 7030, page 1784.
3. Taxes for the year 2010-2012 delinquent. The assessed value is \$137,212.00. Tax ID 14-1526-000.

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: 07-07-2014

TAX ACCOUNT NO.: 14-1526-000

CERTIFICATE NO.: 2011-10963

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

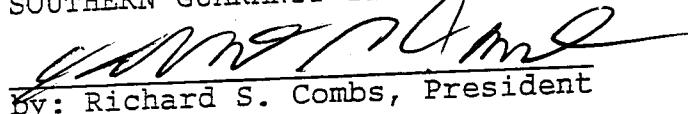
Notify City of Pensacola, P.O. Box 12910, 32521
 Notify Escambia County, 190 Governmental Center, 32502
 Homestead for 2012 tax year.

Gregory R. Jernigan
Kim U. Jernigan
Debra H. Funches
1326 E. Lee St.
Pensacola, FL 32503

Coastal Bank & Trust
formerly Bank of Pensacola
125 W. Romana St.
Pensacola, FL 32502
and its attorney, Stephen R. Moorhead
25 W. Government St.
Pensacola, FL 32502

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.

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Linda Salter
SURETY LAND TITLE OF FLORIDA, LLC
2600 NORTH 12TH AVE.
PENSACOLA, FL 32503
Property Appraisers Parcel Identification (Folio) Numbers: 000S00-9025-110-183

WARRANTY DEED

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 17th day of April, 2006 by Lance G. Nicholas, a single man, whose post office address is 1375 E Lee Street, Pensacola, Florida 32503 herein called the grantor, to Gregory R. Jernigan and Kim U. Jernigan, husband and wife and William W. Funches, III and Debra H. Funches, husband and wife, whose post office address is 1304 Creek Bridge Rd, Pensacola, FL 32514, hereinafter called the Grantees:

(Wherever 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)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienes, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.:

Lots 11 and 12 and the East 10 feet of Lot 13, Block 183, New City Tract, according to the map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906. All lying and being in the City of Pensacola, Escambia County, Florida.

Subject to easements, restrictions and reservations of record and taxes for the year 2006 and thereafter.

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 grantees 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, and hereby 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, 2005

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Martha A. Pitman

Witness #1 Signature

Lance G. Nicholas

Lance G. Nicholas

Martha A. Pitman

Witness #1 Printed Name

Barbara Manning

Witness #2 Signature

Barbara Manning

Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of April, 2006 by Lance G. Nicholas who is personally known to me or has produced a drivers license as identification

SEAL

Martha A. Pitman

Notary Public

MARTHA A. PITMAN

Printed Notary Name

My Commission Expires: NOTARY PUBLIC - STATE OF FL
COMM. EXP. JAN. 18, 2009
COMM. NO. DD 377170

SURETY LAND TITLE
2600 NORTH 12TH AVE.
PENSACOLA, FL 32503

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name(s) first):

GREGORY R JERNIGAN, KIM U JERNIGAN

WILLIAM W FUNCHES III, DEBRA H FUNCHES

1304 CREEK BRIDGE RD

Mailing Address

PENSACOLA, FL 32514-1685

City State Zip

Mortgagee:

BANK OF PENSACOLA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

This instrument was prepared by:

BANK OF PENSACOLA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

Know All Men By These Presents: That whereas GREGORY R JERNIGAN AND HIS WIFE
KIM U JERNIGAN, WILLIAM W FUNCHES III, DEBRA H FUNCHES HUSBAND AND WIFE
(whether one or more, hereinafter called the "Borrower") have become justly indebted
to BANK OF PENSACOLA with offices in PENSACOLA
Florida, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of
TWO HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS Dollars (\$ 230,000.00)
together with interest thereon, as evidenced by a promissory note or notes of even date
herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest
maturity date here: _____).

This conveyance is intended to be and is a real property Mortgage and a "Security
Agreement" governed by the laws of the State of Florida concerning mortgages and the
Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the
following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date
herewith for the sum of **TWO HUNDRED THIRTY THOUSAND DOLLARS** DOLLARS
(\$ 230,000.00) made by mortgagor payable to the order of Mortgagee with interest
from date until paid at the rate therein specified, the said principal and interest payable in the
manner and upon the terms, provisions and conditions set forth in the Note, together with any
and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of
Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of
all amounts secured hereby shall not exceed at any one time the sum of
FOUR HUNDRED SIXTY THOUSAND DOLLARS DOLLARS
(\$ 460,000.00); and provided, further, that all such advances, notes, claims,
demands or liabilities and obligations secured hereby be incurred or arise or come into existence
either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date
of this Mortgage or within such a lesser period of time as may hereafter be provided by law as
a prerequisite for the sufficiency of actual notice or record notice of such advances, notes,
claims, demands or liabilities and obligations as against the rights of creditors or subsequent
purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of
himself/herself and his/her successors and assigns, the right to file for record a notice limiting
the maximum principal amount which may be secured by this Mortgage as provided for in
Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned GREGORY R JERNIGAN, KIM U JERNIGAN

WILLIAM W FUNCHES III, DEBRA H FUNCHES

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

SEE EXHIBIT A

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

Lots 11 and 12 and the East 10 feet of Lot 13, Block 183, NEW CITY TRACT, according to the map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906. All lying and being the City of Pensacola, Escambia County, Florida.

DATED on May 22, 2013.



Stephen R. Moorhead
Florida Bar No. 613339
John P. Kuder
Florida Bar No. 119443
McDonald Fleming Moorhead
25 West Government Street
Pensacola, FL 32502
(850) 477-0660
(850) 477-1730 (Fax)
srmoorhead@pensacolalaw.com
arbennett@pensacolalaw.com
dlcummings@pensacolalaw.com
Attorneys for Plaintiff

Electronically Filed 05/22/2013 12:57:55 PM ET

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

SYNOVUS BANK, FORMERLY KNOWN
AS COLUMBUS BANK AND TRUST
COMPANY, AS SUCCESSOR IN INTEREST
THROUGH NAME CHANGE AND BY
MERGER WITH COASTAL BANK AND
TRUST OF FLORIDA f/k/a BANK OF
PENSACOLA,

Plaintiff,

vs.

Case No.: 2013 CA 1339
Division: D

GREGORY R. JERNIGAN, KIM U. JERNIGAN,
DEBRA H. FUNCHES, and BLUEWATER
FLOORING, INC., a Florida corporation,

Defendants.

NOTICE OF LIS PENDENS

TO: Defendants, GREGORY R. JERNIGAN, KIM U. JERNIGAN, DEBRA H. FUNCHES, and BLUEWATER FLOORING, INC., a Florida corporation, and all others whom it may concern:

YOU ARE NOTIFIED OF THE FOLLOWING:

(A) The Plaintiff has instituted an action against you in the Circuit Court in and for Escambia County, Florida seeking to foreclose a Mortgage recorded in Official Record Book 5888, at Page 645 of the public records of Escambia County, Florida with respect to the property described below.

(B) The Plaintiff in this action is SYNOVUS BANK, FORMERLY KNOWN AS COLUMBUS BANK AND TRUST COMPANY, AS SUCCESSOR IN INTEREST THROUGH NAME CHANGE AND BY MERGER WITH COASTAL BANK AND TRUST OF FLORIDA F/K/A BANK OF PENSACOLA.

(C) The case number of the action is as shown in the caption.

(D) The property that is the subject matter of this action is in Escambia County, Florida, and is described as follows:

Exhibit "A"

Legal Description

Lots 11 and 12 and the East 10 feet of Lot 13, Block 183, New City Tract, according to the map of the City of Pensacola, copyrighted by Thomas C. Watson in 1906. All lying and being in the City of Pensacola, Escambia County, Florida.

(Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 1st day of April, 2006.

Mark A. Pilla

[Type or Print Name of Witness]

Barbara Manning

Barbara Manning

[Type or Print Name of Witness]

Gregory P. Junigan (Seal)

GRIGORY P. JUNIGAN (Seal)

Tom M. Ferraro (Seal)

KEN D. JEROME (Seal)

William H. Rancher (Seal)

WILLIAM H. RANCHER (Seal)

Debra H. Junchar (Seal)

DEBRA H. JUNCHAR (Seal)

ATTEST: _____

Its _____
(Corporate Seal)

By _____

Its _____