

## TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 59.000, Issued the 01st day of June, 2012, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit: 01-0317-525

**Cert** FL COMM BANK CLTRL ASGNE OF  
**Holder** MAGNOLIA TC 4 TDA LLC  
 PO BOX 30411  
 TAMPA FL 33650

**Property** DIAS ANA  
**Owner** DIAS LUIZ JR &  
 4577 TRADEWINDS DR  
 PENSACOLA FL 32514

\*\*\*\* See Additional Legal Next Page \*\*\*\*

BEG AT NELY COR LT 26 BLK G  
 HARBOR SQUARE 2ND ADDN S 40  
 DEG 40 MIN 10 SEC W ALG S  
 LI OF SD LT 26 69 40/100 FT  
 FOR POB CONT ALG SAME

COURSE S 40 DEG 40 MIN 10  
 SEC W 163 60/100 FT TO ELY  
 R/W LI OF TRADEWINDS DR (60  
 FT R/W) & A PT ON A CURVE  
 CONCAVED TO NE (HAVING A

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
2012/ 59.000	06/01/2012	731.83	0.00	36.59	768.42

**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
2013/ 40.000	06/01/2013	707.72	6.25	35.39	749.36

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 1,517.78
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 638.09
4. Ownership and Encumbrance Report Fee 250.00
5. Total Tax Deed Application Fee 75.00
6. Total Certified By Tax Collector To Clerk of Court 2,480.87
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. 35,127.00
15. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

\* Done this the 06th day of May, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: November 3, 2014

By 

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

TAX COLLECTOR'S CERTIFICATION

RADIUS OF 350 FT DELTA ANG  
21 DEG 32 MIN 06 SEC A  
CHORD BEARING N 28 DEG 54  
MIN 42 SEC W & A CHORD DIST  
OF 130 78/100 FT) NELY ALG  
ARC OF SD CURVE 131 55/100  
FT N 86 DEG 45 MIN 31 SEC E  
170 11/100 FT TO POB  
PART OF LT 26 BLK G 2ND  
ADDN HARBOUR SQUARE PB 9  
P 90  
OR 5367 P 1842

**NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED**

To: Tax Collector of Escambia County Tax Collector County : Janet Holley

In accordance with the Florida Statutes, I, FL COMM BANK CLTRL ASGNE OF  
MAGNOLIA TC 4 TDA LLC  
PO BOX 30411  
TAMPA FL 33650

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

Certificate No.	Property No.	Date	Legal Description
2012/ 59.000	01-0317-525	06/01/2012	BEG AT NELY COR LT 26 BLK G HARBOR SQUARE 2ND ADDN S 40 DEG 40 MIN 10 SEC W ALG S LI OF SD LT 26 69 40/100 FT FOR POB CONT ALG SAME COURSE S 40 DEG 40 MIN 10 SEC W 163 60/100 FT TO ELY R/W LI OF TRADEWINDS DR (60 FT R/W) & A PT ON A CURVE CONCAVED TO NE (HAVING A RADIUS OF 350 FT DELTA ANG 21 DEG 32 MIN 06 SEC A CHORD BEARING N 28 DEG 54 MIN 42 SEC W & A CHORD DIST OF 130 78/100 FT) NELY ALG ARC OF SD CURVE 131 55/100 FT N 86 DEG 45 MIN 31 SEC E 170 11/100 FT TO POB PART OF LT 26 BLK G 2ND ADDN HARBOUR SQUARE PB 9 P 90 OR 5367 P 1842

I agree to pay all delinquent taxes, redeem all outstanding tax 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 tax collector's fees, ownership and encumbrance report 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.

April 24, 2014

Applicant's Signature

Date

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 01-0317-525**

May 06, 2014  
Tax Year: 2011  
Certificate Number: 59.0000

BEG AT NELY COR LT 26 BLK G HARBOR SQUARE 2ND ADDN S 40 DEG 40 MIN 10 SEC W  
ALG S LI OF SD LT 26 69 40/100 FT FOR POB CONT ALG SAME COURSE S 40 DEG 40 MIN  
10 SEC W 163 60/100 FT TO ELY R/W LI OF TRADEWINDS DR (60 FT R/W) & A PT ON A  
CURVE CONCAVED TO NE (HAVING A RADIUS OF 350 FT DELTA ANG 21 DEG 32 MIN 06  
SEC A CHORD BEARING N 28 DEG 54 MIN 42 SEC W & A CHORD DIST OF 130 78/100 FT)  
NELY ALG ARC OF SD CURVE 131 55/100 FT N 86 DEG 45 MIN 31 SEC E 170 11/100 FT TO  
POB PART OF LT 26 BLK G 2ND ADDN HARBOUR SQUARE PB 9 P 90 OR 5367 P 1842

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magnoliatc4tda (Brian Cirillo)  
Applicant's Signature

04/24/2014  
Date

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

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
59.0000	01-0317-525	06/01/2012	BEG AT NELY COR LT 26 BLK G HARBOR SQUARE 2ND ADDN S 40 DEG 40 MIN 10 SEC W ALG S LI OF SD LT 26 69 40/100 FT FOR POB CONT ALG SAME COURSE S 40 DEG 40 MIN 10 SEC W 163 60/100 FT TO ELY R/W LI OF TRADEWINDS DR (60 FT R/W) & A PT ON A CURVE CONCAVED TO NE (HAVING A RADIUS OF 350 FT DELTA ANG 21 DEG 32 MIN 06 SEC A CHORD BEARING N 28 DEG 54 MIN 42 SEC W & A CHORD DIST OF 130 78/100 FT) NELY ALG ARC OF SD CURVE 131 55/100 FT N 86 DEG 45 MIN 31 SEC E 170 11/100 FT TO POB PART OF LT 26 BLK G 2ND ADDN ... <b>See attachment for full legal description.</b>

### **2013 TAX ROLL**

DIAS ANA DIAS LUIZ JR &  
4577 TRADEWINDS DR  
PENSACOLA, Florida 32514

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.

magnoliatc4tda (Brian Cirillo)  
Applicant's Signature

04/24/2014  
Date

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-825

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11437

August 14, 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 08-14-1994, through 08-14-2014, and said search reveals the following:

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

Ana Dias, Luiz Dias, Jr. and Pamela Dias

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: 

August 14, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11437

August 14, 2014

**061S291010027007 - Full Legal Description**

BEG AT NELY COR LT 26 BLK G HARBOR SQUARE 2ND ADDN S 40 DEG 40 MIN 10 SEC W ALG S LI OF SD LT 26 69 40/100 FT FOR POB CONT ALG SAME COURSE S 40 DEG 40 MIN 10 SEC W 163 60/100 FT TO ELY R/W LI OF TRADEWINDS DR (60 FT R/W) & A PT ON A CURVE CONCAVED TO NE (HAVING A RADIUS OF 350 FT DELTA ANG 21 DEG 32 MIN 06 SEC A CHORD BEARING N 28 DEG 54 MIN 42 SEC W & A CHORD DIST OF 130 78/100 FT) NELY ALG ARC OF SD CURVE 131 55/100 FT N 86 DEG 45 MIN 31 SEC E 170 11/100 FT TO POB PART OF LT 26 BLK G 2ND ADDN HARBOUR SQUARE PB 9 P 90 OR 5367 P 1842

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11437

August 14, 2014

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

1. Mortgage executed by Ana Dias, Luiz Dias, Jr. and Pamela Dias to Whitney National Bank NKA Hancock Bank, dated 03/17/2006 and recorded in Official Record Book 5876 on page 50 of the public records of Escambia County, Florida. given to secure the original principal sum of \$10,000.00. Mortgage Modification recorded in O.R. Book 6399, page 275.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$71,307.00. Tax ID 01-0317-525.

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: rcsgr@aol.com

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

## CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-03-2014

TAX ACCOUNT NO.: 01-0317-525

CERTIFICATE NO.: 2012-59

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.

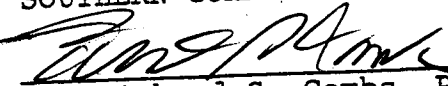
Ana Dias  
4577 Tradewinds Dr.  
Pensacola, FL 32514

Hancock Bank  
formerly Whitney National Bank  
101 W. Garden St.  
Pensacola, FL 32502

Luis Dias, Jr.  
Pamela Dias  
4633 Tradewinds Circle  
Pensacola, FL 32514

Certified and delivered to Escambia County Tax Collector,  
this 14th day of August, 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  
DOCS 511.00  
Prepared By: Karen McClammy  
Citizens Title Group Inc.  
4300 Bayou Blvd. Ste. 31  
Pensacola, FL  
incidental to the issuance of a title insurance policy.  
File Number: 04-021103  
Parcel ID #: 061529-1010-017-007

RETURN TO:  
CITIZENS TITLE GROUP, INC.  
4300 BAYOU BLVD., SUITE 31  
PENSACOLA, FL 32503

OR BK 5367 PG 1842  
Escambia County, Florida  
INSTRUMENT 2004-218682

DEED DOC STAMPS PD & ESC CO \$ 511.00  
03/19/04 ERNIE LEE NABER, CLERK

10-50  
511.00

**WARRANTY DEED  
(INDIVIDUAL)**

This WARRANTY DEED, dated 03/17/2004 by Ronald Alan Carr and Karen Ann Carr, husband and wife, whose post office address is 1531 Stanford Road, Gulf Breeze, FL 32563, hereinafter called the GRANTOR, to Ana Dias, Luiz Dias, Jr. and Pamela Dias, as joint tenants with rights of survivorship whose post office address is 4577 Tradewinds Drive, Pensacola, FL 32514 hereinafter called the GRANTEE:  
(Wherever used herein the terms "Grantor" and "Grantee" shall include all 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 \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, FL, viz:

A PORTION OF LOT 26, BLOCK G; HARBOUR SQUARE SECOND ADDITION, A SUBDIVISION OF A PORTION OF THE JOSEPH NORIEGA GRANT, BEING IN SECTION 6, TOWNSHIP 1 SOUTH, RANGE 29 WEST, AS RECORDED IN PLAT BOOK 9 AT PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 26, BLOCK G OF AFORESAID SUBDIVISION; THENCE RUN S 40 DEGREES 40'10"W ALONG THE SOUTHERLY LINE OF SAID LOT 26 FOR 69.40 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST COURSE RUN S 40 DEGREES 40'10"W FOR 163.60 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TRADE WINDS DR. (60' R/W) AND A POINT ON A CURVE CONCAVED TO THE NORTHEAST (HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 21 DEGREES 32'06", A CHORD BEARING OF N 28 DEGREES 54'42"W AND A CHORD DISTANCE OF 130.78 FEET); THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 131.55 FEET; THENCE RUN N 86 DEGREES 45'31"E FOR 170.11 FEET TO THE POINT OF BEGINNING.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2003 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.


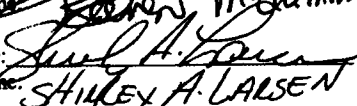
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


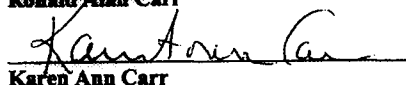
TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature:   
Print Name: Karen McClammy  
Signature:   
Print Name: SHIRLEY A. LARSEN

  
Ronald Alan Carr  
  
Karen Ann Carr

STATE OF Florida  
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this March 17, 2004 by Ronald Alan Carr and

OR BK 5367 P61843  
Escambia County, Florida  
INSTRUMENT 2004-218682

Karen Ann Carr, husband and wife who is/are personally known to me or who has/have produced  
*[Signature]* as identification.

(SEAL)

*[Signature]*  
Notary Public  
Print Name:

My Commission Expires:



RCD Mar 19, 2004 02:26 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-218682

**WHEN RECORDED MAIL TO:**

Whitney National Bank  
P O BOX 61260  
New Orleans, LA 70161-0967

**This Mortgage prepared by:**

Name: Janet Y Monnerjahn  
Company: Whitney National Bank  
Address: 400 Labarre Road, Jefferson, LA 70121



**MORTGAGE**

**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 \$10,000.00, 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 March 17, 2006, is made and executed between Anita G Dias a/k/a Ana Dias, whose address is 4577 Trade Winds Drive, Pensacola, FL 32514; a single woman; Luiz Dias Jr, whose address is 4633 Trade Winds Drive, Pensacola, FL 32514 and Pamela Dias, whose address is 4633 Trade Winds Drive, Pensacola, FL 32514; husband and wife (referred to below as "Grantor") and Whitney National Bank, whose address is 101 West Garden Street, Pensacola, FL 32502 (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:

A portion of Lot 26, Block G, Harbour Square Second Addition, a Subdivision of a portion of the Joseph Noriega Grant, being in Section 6, Township 1 South, Range 29 West, as recorded in Plat Book 9 at Page 90 of the Public Records of Escambia County, Florida; being more particularly described:

Commence at the Northeastly corner of Lot 26, Block G of aforesaid subdivision; thence run S 40 degrees 40'10"W along the southerly line of said Lot 26 for 69.40 feet for the point of beginning; thence continue along the last course run S 40 degrees 40'10"W for 163.60 feet to the easterly right of way line of Trade Winds Dr. (60' R/W) and a point on a curve concaved to the Northeast (having a radius of 350.00 feet, a delta angle of 21 degrees 32'06", a chord bearing of N 28 degrees 54'42"W and a chord distance of 130.78 feet); thence run northeasterly along the arc of said curve for 131.55 feet; thence run N 86 degrees 45'31"E for 170.11 feet to the point of beginning.

The Real Property or its address is commonly known as 4577 Trade Winds Drive, Pensacola, FL 32514.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$10,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**MORTGAGE  
(Continued)**

Page 6

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 any amounts Grantor and/or Borrower, or any one of them, owe to Lender, whether owed now or later, under the Note, this Agreement, the Related Documents, the Cross-Collateralization provision above, and/or otherwise, including all principal, interest, costs, expenses, fees, including attorneys' fees, and all other charges for which Grantor and/or Borrower, or any one of them, are responsible thereunder.

**Lender.** The word "Lender" means Whitney National Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

**Note.** The word "Note" means the promissory note dated March 17, 2006, in the original principal amount of \$10,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**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.

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

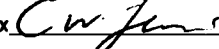
GRANTOR:

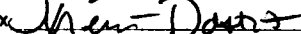
x   
Anita G Dias a/k/a Ana Dias

x   
Luiz Dias Jr

x   
Pamela Dias

WITNESSES:

x   
\_\_\_\_\_

x   
\_\_\_\_\_

**WHEN RECORDED MAIL TO:**

Whitney National Bank  
Home Equity Department  
400 Labarre Road, Third Floor  
Jefferson, LA 70121

**This Modification of Mortgage prepared by:**

Name: G Mignonne Gratia  
Company: Whitney National Bank  
Address: 400 Labarre Road, Jefferson, LA 70121



**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 31, 2008, is made and executed between Anita G Dias a/k/a Ana Dias, a single person, whose address is 4577 Trade Winds Dr, Pensacola, FL 32514; Luiz Dias Jr, whose address is 4633 Trade Winds Drive, Pensacola, FL 32514 and Pamela Dias, whose address is 4633 Trade Winds Drive, Pensacola, FL 32514; husband and wife (referred to below as "Grantor") and Whitney National Bank, whose address is 101 West Garden Street, Pensacola, FL 32502 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated March 17, 2006 (the "Mortgage") which has been recorded in Escambia County, State of Florida, as follows:

Borrower did deliver to Lender a certain mortgage dated March 17, 2006 ("Mortgage") as recorded on April 4, 2006, Official Record Book 5876, at pages 50-56, Instrument No. 2006033889, of the public records of Escambia County, Florida, which Mortgage mortgaged the property described therein to secure the payment of that Promissory Note dated March 17, 2006, executed by Borrower in the principal sum of Ten Thousand and 00/100 Dollars (\$10,000.00), with a final maturity of April 21, 2016 (the "Prior Note"). The Documentary Stamp Taxes and Intangible Personal Property Taxes were paid with respect to the Prior Note.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Escambia County, State of Florida:

A PORTION OF LOT 26, BLOCK G; HARBOUR SQUARE SECOND ADDITION, A SUBDIVISION OF A PORTION OF THE JOSEPH NORIEGA GRANT, BEING IN SECTION 6, TOWNSHIP 1 SOUTH, RANGE 29 WEST, AS RECORDED IN PLAT BOOK 9 AT PAGE 90 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 26, BLOCK G OF AFORESAID SUBDIVISION; THENCE RUN S 40 DEGREES 40' 10"W ALONG THE SOUTHERLY LINE OF SAID LOT 26 FOR 69.40 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST COURSE RUN S 40 DEGREES 40' 10"W FOR 163.60 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TRADE WINDS DR. (60' R/W) AND A POINT ON A CURVE CONCAVED TO THE NORTHEAST (HAVING A RADIUS OF 350.00 FEET, A DELTA ANGLE OF 21 DEGREES 32'06", A CHORD BEARING OF N 28 DEGREES 54'42"W AND A CHORD DISTANCE OF 130.78 FEET); THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 131.55 FEET; THENCE RUN N 88 DEGREES 45'31"E FOR 170.11 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 4577 Trade Winds Dr, Pensacola, FL 32514.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

Borrower has this date borrowed an additional sum from Lender of Eleven Thousand Six Hundred Seventy Four and 11/100 dollars (\$11,674.11) ("Additional Advance"), which shall be advanced pursuant to the terms of said Mortgage and is evidenced by that Promissory Note of even date. Said Promissory Note modifies and restates the terms and conditions of the Prior Note to increase the principal balance of the Prior Note, resulting in an aggregate principal balance of Twenty Thousand and 00/100 Dollars (\$20,000.00) and to extend the final maturity date of the Prior Note to November 12, 2018, and the Mortgage is modified accordingly.

Said Additional Advance of \$11,674.11 and the outstanding principal amount of \$8,325.89 represented by said Prior Note dated March 17, 2006, shall be and are hereby consolidated and merged so as to constitute a single debt of Twenty Thousand and 00/100 Dollars (\$20,000.00), which aggregate amount shall be evidenced by the Promissory Note of even date as a modification and consolidation of said Prior Note, and shall be secured by the Mortgage.

Upon the recordation of this Agreement, the Documentary Stamp Tax and the Intangible Personal Property Tax are being paid on the Additional Advance.

The Maximum Lien amount as set forth in the Mortgage is hereby increased from \$10,000.00 to \$20,000.00.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 31, 2008.**

**MODIFICATION OF MORTGAGE  
(Continued)**

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## GRANTOR:

X Anita G Dias a/k/a Ana Dias

X Luiz Dias Jr

X Pamela Dias

WITNESSES: X Charlene Horak - Charlene Howle

X Sandy Huntz Sandy Huntz

## LENDER:

WHITNEY NATIONAL BANK

X Sandy Huntz  
Authorized Signer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Florida

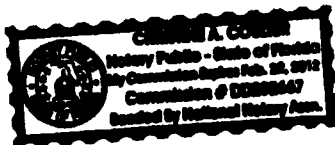
)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of October, 2008  
by Anita G Dias a/k/a Ana Dias; Luiz Dias Jr; and Pamela Dias, who are personally known to me or who have produced Florida  
license as identification.



Christine A Coulter  
(Signature of Person Taking Acknowledgment)

Christine A Coulter  
(Name of Acknowledger Typed, Printed or Stamped)

Branch Manager  
(Title or Rank)

(Serial Number, if any)

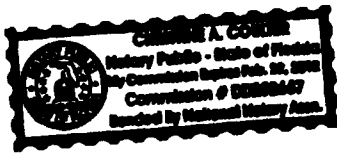
MODIFICATION OF MORTGAGE  
(Continued)

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## LENDER ACKNOWLEDGMENT

STATE OF Florida )  
COUNTY OF Escambia ) SS  
)

This instrument was acknowledged before me this 31<sup>st</sup> day of October, 2008 by Sandy Kuntz as owner of Whitney National Bank. He or she is personally known to me or has produced \_\_\_\_\_ as identification.



Christine A. Coulter  
(Signature of Person Taking Acknowledgment)  
Christine A. Coulter  
(Name of Acknowledger Typed, Printed or Stamped)  
Branch Manager  
(Title or Rank)

(Serial Number, if any)