

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 3661.000, 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:

06-0961-000

Cert US BANK AS CUST FOR CAZ CREEK
Holder PO BOX 645132
LOCKBOX # 005132
CINCINNATI OH 45264

Property TRAN NHUONG X & DU THI LE
Owner 1800 N PACE BLVD
PENSACOLA FL 32505

LTS 13 TO 20 BLK 11
PARK PLACE
PLAT DB 70 P 258
OR 4623 P 1327
LESS PACE BLVD R/W

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/ 3661.000	06/01/2012	3,362.13	0.00	225.54	3,587.67

- 1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 3,587.67
- 2. Total of Delinquent Taxes Paid by Tax Deed Applicant
- 3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 4,018.07
- 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 7,930.74
- 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. 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

Date of Sale: December 1, 2014 TAX COLLECTOR OF Escambia County Tax Collector County
By [Signature]

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

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,

US BANK AS CUST FOR CAZ CREEK
PO BOX 645132
LOCKBOX # 005132
CINCINNATI OH 45264

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/ 3661.000	06-0961-000	06/01/2012	LTS 13 TO 20 BLK 11 PARK PLACE PLAT DB 70 P 258 OR 4623 P 1327 LESS PACE BLVD R/W

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 25, 2014

Applicant's Signature

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
3661.0000	06-0961-000	06/01/2012	LTS 13 TO 20 BLK 11 PARK PLACE PLAT DB 70 P 258 OR 4623 P 1327 LESS PACE BLVD R/W

2013 TAX ROLL

TRAN NHUONG X & DU THI LE
1800 N PACE BLVD
PENSACOLA, Florida 32505

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.

MTAGCaz (Flor Anne Militar)
Applicant's Signature

04/25/2014
Date

Southern Guaranty Title Company

14-876

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11484

September 4, 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 09-04-1994, through 09-04-2014, and said search reveals the following:

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

Nhuong Xuan Tran and Du Thi Le, husband and wife

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: 

September 4, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11484

September 4, 2014

172S301000013011 - Full Legal Description

LTS 13 TO 20 BLK 11 PARK PLACE PLAT DB 70 P 258 OR 4623 P 1327 LESS PACE BLVD R/W

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11484

September 4, 2014

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

1. That certain mortgage executed by Nhuong Xuan Tran and Du Thi Le, husband and wife in favor of Beach Community Bank dated 10/04/2007 and recorded 10/11/2007 in Official Records Book 6231, page 1675 of the public records of Escambia County, Florida, in the original amount of \$60,000.00. Additional Advance Agreement recorded in O.R. Book 6506, page 1323.
2. Taxes for the year 2011 and 2013 delinquent. The assessed value is \$211,395.00. Tax ID 06-0961-000.

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: 12-1-2014

TAX ACCOUNT NO.: 06-0961-000

CERTIFICATE NO.: 2012-3661

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

 Notify City of Pensacola, P.O. Box 12910, 32521

 Notify Escambia County, 190 Governmental Center, 32502

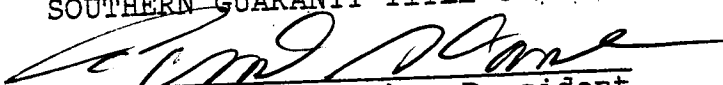
 Homestead for tax year.

Nhuong Xuan Tran
Du Thi Le
1800 North Pace Blvd.
Pensacola, FL 32505

Beach Community Bank
P.O. Box 4400
Ft. Walton Beach, FL 32549

Certified and delivered to Escambia County Tax Collector,
this 10th day of September, 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.

6-2-00
10/5.00

Prepared By: Suzanne Blankenship
McDonald, Fleming, Moorhead, Ferguson Green & Smith, LLP
4300 BAYOU BLVD. SUITES 12 AND 13
PENSACOLA, FL 32503
File Number: 00-8634
Parcel ID #: 17-2S-30-1000-013-011
Grantee(s) SS #:

OR BK 4623 P81327
Escambia County, Florida
INSTRUMENT 2000-783049

DEED REC. STAMP P. 8 P. 1327 \$1015.00
11/02/00 ERNIE LEE MAGAHA, CLERK

REC'D Nov 02, 2000 12:11 pm
Escambia County, Florida

**WARRANTY DEED
(INDIVIDUAL)**

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-783049

This WARRANTY DEED, dated 10/27/2000 by Nina J. LeCroy, individually, and as Personal Representative of the Estate of John D. Pennington, also known as J.D. Pennington, deceased, and Nina J. LeCroy as Trustee of the Trusts and Shares of the Estate of John D. Pennington whose post office address is: 6308 East Bay Boulevard, Gulf Breeze, FL 32561

hereinafter called the GRANTOR, to Nhuong Xuan Tran and Du Thi Le, husband and wife whose post office address is: 1800 North Pace Boulevard Pensacola FL 32505

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" 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, Florida, viz:

LOTS 13 THROUGH 20, BLOCK 11, PARK PLACE, PACKARD LAND COMPANY'S SUBDIVISION OF LOTS ONE (1) AND TWO (2), IN SECTION SEVENTEEN (17), TOWNSHIP TWO (2) SOUTH, RANGE THIRTY (30) WEST, ACCORDING TO PLAT RECORDED IN DEED BOOK 70, PAGE 259, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, LESS AND EXCEPT ANY PORTION OF THE CAPTIONED PROPERTY LYING WITHIN THE ROAD RIGHT OF WAY OF PACE BOULEVARD.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2000 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: Max McDonald
Print Name: Max McDonald

Signature: Nina J. LeCroy
Nina J. LeCroy, individually, and as Personal Representative of the Estate of John D. Pennington and as Trustee of the Trusts and Shares of the Estate of John D. Pennington

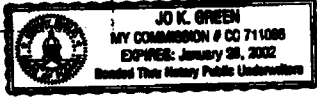
Signature: Jo K. Green
Print Name: Jo K. Green

State of Florida
County of Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 27th Day of October, 2000, by: Nina J. LeCroy, individually, and as Personal Representative of the Estate of John D. Pennington, also known as J.D. Pennington, deceased, and Nina J. LeCroy as Trustee of the Trusts and Shares of the Estate of John D. Pennington.

Signature: Jo K. Green
Print Name: _____ Notary Public

Personally Known
 OR
 Produced Identification
Type of Identification Produced Driver's License



61.00
210.00
120.00
401.00

This instrument prepared by:
Richard M. Colbert
Beach Title Services, LLC
4 Laguna Street, Ste. 101
Ft. Walton Bch, FL 32548

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 4th day of October, 2007, from
NHOUNG KUAN TRAN AND DU THI LE, husband and wife, whose address is 1800 N. Pace Blvd, Pensacola,
FL 32505 (hereinafter the "Mortgagor"), to BEACH COMMUNITY BANK, whose address is Post Office Box
4400, Ft. Walton Beach, Florida 32549, (hereinafter the "Mortgagee"), WITNESSETH:

SECTION 1.

1.01 **PREMISES.** Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. **REAL PROPERTY.** That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. **IMPROVEMENTS.** All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. **APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 **PERMITTED ENCUMBRANCES.** Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing; valid easements, restrictions and mineral reservations of record affecting the Property, if any, which are not hereby reimposed (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note

and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

1.03 SECURED INDEBTEDNESS. 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 (the "Note") of even date herewith for the sum of **SIXTY THOUSAND and NO/100ths DOLLARS (\$60,000.00)** made by VNT Home Décor, Inc., a Florida corporation (the "Borrower") 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; and

B. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.

C. This Mortgage shall also secure all extensions or renewals of the Note, such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Borrower(s), and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to the Borrower, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or raise hereafter, or be now owned or held by the Borrower, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which the Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Borrower. Provided, that the total of all amounts secured hereby shall not exceed at any one time the sum of One Hundred Twenty Thousand and no/100 (\$120,000.00) Dollars in the aggregate; 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 within such 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.

1.04 ASSIGNMENT OF LEASES AND RENTS. Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefore and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

SECTION 2.

Mortgagor further covenants and agrees as follows:

2.01 PAYMENT OF INDEBTEDNESS. To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

2.02 MAINTENANCE AND REPAIR: To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.

2.03 TAXES, LIENS AND OTHER CHARGES. To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable

4.05 **ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

IN WITNESS WHEREOF, the Mortgagor has caused this instrument to be executed by its duly authorized corporate officer the day and year first above written.

By: [Signature]
Nhong Xuan Tran
By: [Signature]
Du Thi Le

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of October, 2007, by Nhong Xuan Tran and Du Thi Lee, () who are personally known to me or () who have shown me 2 copies as identification.

[Signature]
(Print/Type Name)
Commission number: _____

(NOTARY SEAL)

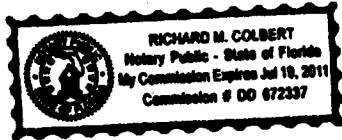


EXHIBIT "A"

Lots 13 through 20, Block 11, Park Place, Packard land Company's Subdivision of Lots One (1) and Two (2), in Sections Seventeen (17), Township Two (2) South, Range thirty (30) West, according to plat recorded in Deed Book 70, Page 259, of the Public Records of Escambia County, Florida, LESS AND EXCEPT any other portion of the captioned property lying within the Road Right of Way of Pace Boulevard.

This Instrument was Prepared By:
RICHARD M. COLBERT
BEACH TITLE SERVICES, L.L.C.
4 LAGUNA STREET, SUITE 101
FORT WALTON BEACH, FL 32548

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AGREEMENT MODIFYING MORTGAGE AND SECURITY AGREEMENT
AND
ADDITIONAL ADVANCE AGREEMENT

This Agreement Modifying Mortgage and Security Agreement and Additional Advance Agreement is made as of the date set forth below by and between Nhoung Xuan Tran and Du Thi Le, husband and wife, (the "Mortgagor"), and Beach Community Bank, a Florida state chartered bank (the "Mortgagee") for the following uses and purposes:

RECITALS:

- A. Mortgagor has previously executed in favor of Mortgagee, that certain Mortgage and Security Agreement dated October 4, 2007, recorded in Official Records Book 6231, Page 1675, Public Records of Escambia County, Florida (the "Mortgage").
- B. The Mortgage secures the indebtedness of VNT Home Décor, Inc., a Florida corporation (the "Borrower") to Mortgagee as evidenced by that certain Promissory Note made by Borrower in favor of Mortgagee dated October 4, 2007, in the original principal amount of \$60,000.00 (the "Existing Note"), which Existing Note has a current outstanding principal balance of \$40,152.30.
- C. At the request Mortgagor and Borrower, Mortgagee has agreed to make an additional advance to Borrower in the amount of \$176,847.70 (the "Additional Advance"), and Borrower has, on even date herewith, executed in favor of Mortgagee that certain renewal promissory note in the original principal amount of \$217,000.00 (the "Renewal Note"), pursuant to which the indebtedness evidenced by the Existing Note and the Additional Advance is consolidated and renewed, and the parties hereto desire to modify the Mortgage to expressly secure the Renewal Note.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby covenant and agree as follows:

1. **Renewal Note**
The Mortgage shall secure the obligations of Borrower to Mortgagee as evidenced by the Renewal Note, and all renewals thereof, together with interest thereon until paid at the rate specified therein, the said principal and interest being payable in the manner and upon the terms, provisions and conditions set forth therein.

2. **Future Advance**
Paragraph 4 of the Mortgage is hereby amended as follows:

This Mortgage shall also secure all extensions or renewals of the Renewal Note, such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Borrower, and also, the payment of any and all notes, liabilities, and obligations of the Borrower to the Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or raise hereafter, or be now owned or held by the Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes,

27.00
619.15
353.70
999.85

claims, demands, liabilities and obligations which the Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Borrower. Provided, that the total of all amounts secured hereby shall not exceed at any one time the sum of Four Hundred Thirty Four Thousand and no/100 (\$434,000.00) Dollars in the aggregate; 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 within such 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.

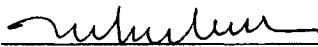
3. **Ratification and Confirmation**
Except as amended hereby, all other terms and conditions of the Mortgage shall remain in full force and affect, and Mortgagor and Mortgagee hereby ratify and confirm the terms and conditions thereof. Mortgagor represents and warrants to Mortgagee that Mortgagor has no setoffs, counterclaims or defenses to the rights of Mortgagee under the Mortgage, as amended hereby, the Renewal Note, or any other document or instrument evidencing, securing or otherwise executed in connection with any indebtedness of Borrower or Mortgagor to Mortgagee.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Agreement Modifying Mortgage and Security Agreement and Additional Advance Agreement to be executed by their duly authorized corporate officers effective as of this 9th day of September, 2009.

MORTGAGOR:



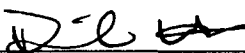
Nhoung Xuan Tran



Du Thi Le

MORTGAGEE:

BEACH COMMUNITY BANK

By: 

Dan Kenan
Its: Vice President