

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Jul 7, 2014 / 140665**

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 9340.0000**, issued the **1st day of June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 12-0586-000**

**Certificate Holder:**  
CAP ONE AS COLL ASSN RMCTL2013  
PO BOX 54426  
NEW ORLEANS, LOUISIANA 70154

**Property Owner:**  
RALLIS CHRISTOS  
1021 PINETOP LN  
CANTONMENT, FLORIDA 32533

**Legal Description:**

BEG AT NE COR OF SW 1/4 OF SW 1/4 FOR POB S 65 DEG 0 MIN 45 SEC W ALG NWLY R/W LI OF PINOAK LN 72 63/100 FT S 0 DEG 26 MIN 10 SEC E ALG R/W 469 64/10 ...

**See attachment for full legal description.**

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	9340.0000	06/01/12	\$1,061.73	\$0.00	\$166.78	\$1,228.51

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2014	7709.0000	06/01/14	\$814.40	\$6.25	\$40.72	\$861.37
2013	8443.0000	06/01/13	\$1,057.53	\$6.25	\$70.94	\$1,134.72
2011	9869.0000	06/01/11	\$1,066.44	\$6.25	\$219.51	\$1,292.20

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

\$4,516.80
\$0.00
\$250.00
\$75.00
\$4,841.80
\$4,841.80
\$6.25

\*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By  \_\_\_\_\_

Date of Sale: April 5, 2014

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

FORM 513  
(r.12/00)

**TAX COLLECTOR'S CERTIFICATION**

**APPLICATION DATE**

7/7/2014

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 12-0586-000**

July 11, 2014  
Tax Year: 2011  
Certificate Number: 9340.0000

BEG AT NE COR OF SW 1/4 OF SW 1/4 FOR POB S 65 DEG 0 MIN 45 SEC W ALG NWLY R/W LI OF PINOAK LN 72 63/100 FT S 0 DEG 26 MIN 10 SEC E ALG R/W 469 64/100 FT S 47 DEG 24 MIN 50 SEC W ALG R/W 260 86/100 FT TO PT OF INTER OF NWLY R/W LI OF PINOAK LN & ELY R/W LI OF HWY 29 NWLY ALG ELY R/W 888 09/100 FT TO PT OF INTER OF ELY R/W LI & N LI OF SW 1/4 OF SW 1/4 N 89 DEG 36 MIN 0 SEC E ALG N LI 836 11/100 FT TO POB OR 6043 P 1442 LESS MINERAL RIGHTS

## Notice to Tax Collector of Application for Tax Deed

### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**CAP ONE AS COLL ASSN RMCTL2013  
PO BOX 54426  
NEW ORLEANS, Louisiana, 70154**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
9340.0000	12-0586-000	06/01/2012	BEG AT NE COR OF SW 1/4 OF SW 1/4 FOR POB S 65 DEG 0 MIN 45 SEC W ALG NWLY R/W LI OF PINOAK LN 72 63/100 FT S 0 DEG 26 MIN 10 SEC E ALG R/W 469 64/100 FT S 47 DEG 24 MIN 50 SEC W ALG R/W 260 86/100 FT TO PT OF INTER OF NWLY R/W LI OF PINOAK LN & ELY R/W LI OF HWY 29 NWLY ALG ELY R/W 888 09/100 FT TO PT OF INTER OF ELY R/W LI & N LI OF SW 1/4 OF SW 1/4 N 89 DEG 36 MIN 0 SEC E ALG N LI 836 11/100 FT TO POB OR 6043 P 1442 LESS MINERAL RIGHTS

### **2013 TAX ROLL**

RALLIS CHRISTOS  
1021 PINETOP LN  
CANTONMENT , Florida 32533

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.

rmctl2013 (Matt Sheehan)  
Applicant's Signature

07/07/2014  
Date

# Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

## OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11888

January 22, 2015

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 01-22-1995, through 01-22-2015, and said search reveals the following:

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

Arthur M. White

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: 

January 22, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11888

January 22, 2015

**342N31310000000 - Full Legal Description**

BEG AT NE COR OF SW 1/4 OF SW 1/4 FOR POB S 65 DEG 0 MIN 45 SEC W ALG NWLY R/W LI OF PINOAK LN  
72 63/100 FT S 0 DEG 26 MIN 10 SEC E ALG R/W 469 64/100 FT S 47 DEG 24 MIN 50 SEC W ALG R/W 260 86/100  
FT TO PT OF INTER OF NWLY R/W LI OF PINOAK LN & ELY R/W LI OF HWY 29 NWLY ALG ELY R/W 888  
09/100 FT TO PT OF INTER OF ELY R/W LI & N LI OF SW 1/4 OF SW 1/4 N 89 DEG 36 MIN 0 SEC E ALG N LI 836  
11/100 FT TO POB OR 6043 P 1442 LESS MINERAL RIGHTS

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11888

January 22, 2015

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

1. Mortgage executed by Christos Rallis to Arthur M. White, dated 12/01/2006 and recorded in Official Record Book 6043 on page 1446 of the public records of Escambia County, Florida. given to secure the original principal sum of \$89,873.30. Assignment to Grand Bank Profit Sharing Plan recorded in O.R. Book 6321, page 964. Mortgage Modification recorded in O.R. Book 7007, page 665.
  
2. Taxes paid 11-10-2014. The assessed value is \$47,137.00. Tax ID 12-0586-000.

**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: 4-6-2015

TAX ACCOUNT NO.: 12-0586-000

CERTIFICATE NO.: 2012-9340

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.

Arthur M. White  
625 East Monroe St. Apt. 216  
Alexandria, VA 22301

Grand Bank Profit Sharing Plan  
14 Plaza Dr.  
Hattiesburg, MS 39404

Certified and delivered to Escambia County Tax Collector,  
this 23rd day of January, 2015.

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.

Prepared By and Return to:  
Matthew C. Hoffman, Esquire  
Carver, Darden, Koretzky, Tessier,  
Finn, Blossman & Areaux, LLC  
801 W. Romana St., Ste. A  
Pensacola, Florida 32502  
File No.: 4616.42564

Parcel ID #: 34-2N-31-3100-000-000

## WARRANTY DEED

This WARRANTY DEED, dated effective October 31, 2014, by **CHRISTOS RALLIS**, a single person, whose post office address is 1021A Pinetop Lane, Cantonment, FL 32533 (hereinafter called the "Grantor"), to **ARTHUR M. WHITE**, whose post office address is 625 East Monroe Street Apartment 216, Alexandria, VA 22301 (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 TEN AND NO/100 DOLLARS \$10.00 and other valuable considerations to said Grantor in hand paid by said Grantee, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and Grantee' heirs and assigns forever, all that certain land situate in ESCAMBIA County, Florida, to-wit:

**Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 2 North, Range 31 West, Escambia County, Florida for the Point of Beginning; thence South 65 degrees 00 minutes 45 seconds West along the Northwesterly Right of Way line of Pinoak Lane (66' R/W) a distance of 72.63 feet; thence South 00 degrees 26 minutes 10 seconds East along said Right of Way line a distance of 469.64 feet; thence South 47 degrees 24 minutes 50 seconds West along said Right of Way line a distance of 260.86 feet to the Point of Intersection of the Northwesterly Right of Way line of Pinoak Lane and the Easterly Right of Way line of US Highway #29 (200' R/W); thence Northwesterly along said Easterly Right of Way line a distance of 888.09 feet, more or less, to the Point of Intersection of said Easterly Right of Way line and the North line of the Southwest 1/4 of the Southwest 1/4 of said Section; thence North 89 degrees 36 minutes 00 seconds East along said North line of the Southwest 1/4 of the Southwest 1/4 a distance of 836.11 feet, more or less, to the Point of Beginning of this description.**

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

AND subject to that certain Balloon Mortgage recorded in **Official Records Book 6043, Page 1446** of the public records of Escambia County, Florida, and subsequently assigned and modified as set forth in **Official Records Book 6321, Page 964** and **Official Records Book 7007, Page 665** of the public records of Escambia County, Florida.

AND subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim,



right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals.

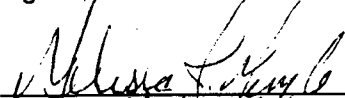
TO HAVE AND TO HOLD, the same in fee simple forever.


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, except as set forth above.

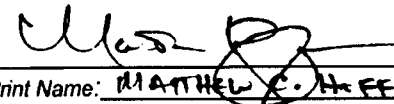
IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

*The preparer of this deed represents that: this deed has been prepared at the express direction of Grantor and Grantee solely from the legal description provided to the preparer by the Grantor and Grantee; that no survey, or inspection of the above-described property has been performed by the preparer; and that the preparer makes no representations, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.*

Signed, sealed and delivered in our presence:

  
Print Name: MELISSA J. MUDGE

  
CHRISTOS RALLIS

  
Print Name: MATTHEW C. HOFFMAN

STATE OF FLORIDA


COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was sworn to, subscribed, and acknowledged before me on this 10<sup>th</sup> day of November, 2014, by Christos Rallis, ( ) who is personally known to me, or (✓) who has produced valid driver's licenses as identification.

(Notary Seal)



Matthew C. Hoffman  
Notary Public  
State of Florida  
My Commission Expires 10/05/2015  
Commission No. EE 126800

  
NOTARY PUBLIC  
Printed Name: MATTHEW C. HOFFMAN  
My Commission Expires: \_\_\_\_\_

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

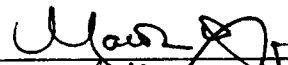
Name of Roadway: Pinoak Lane

Legal Address of Property: Pinoak Lane, Pensacola, FL

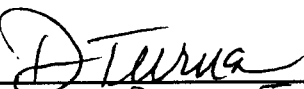
The County ( X ) has accepted ( ) has not accepted the abutting roadway for maintenance.

Roadway maintained by City of Pensacola


**WITNESSES:**

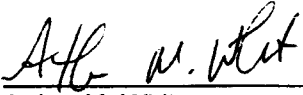
  
Print Name: Matthew J. Hoffman

  
Print Name: Melissa J. King

  
Print Name: Dianne Turner

Print Name: \_\_\_\_\_

**SELLER:**  
  
Rallis Christos

**BUYER:**  
  
Arthur M. White

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

Return to:

SURETY LAND TITLE OF FL LLC  
2600 N 12th Ave  
Pensacola, Florida 32503

This Instrument Prepared By:

**Linda Salter**  
SURETY LAND TITLE OF FL LLC  
2600 N 12th Ave  
Pensacola, Florida 32503  
TELEPHONE:

File No. 0605-373

## BALLOON MORTGAGE

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL BALANCE DUE UPON MATURITY IS \$89,873.30, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

### *This Mortgage Deed*

Executed the 1st day of December, 2006 by:

**Christos Rallis**

hereinafter called the mortgagor, to

**Arthur M. White**

hereinafter called the mortgagee:

*(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation; and the term "note" includes all the notes herein described if more than one).*

**WITNESSETH**, that for good and valuable consideration, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in ESCAMBIA County, Florida, viz:

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 2 North, Range 31 West, Escambia County, Florida for the Point of Beginning; thence South 65 degrees 00 minutes 45 seconds West along the Northwestern Right of Way line of Pinoak Lane (66' R/W) a distance of 72.63 feet; thence South 00 degrees 26 minutes 10 seconds East along said Right of Way line a distance of 469.64 feet; thence South 47 degrees 24 minutes 50 seconds West along said Right of Way line a distance of 260.86 feet to the Point of Intersection of the Northwestern Right of Way line of Pinoak Lane and the Easterly Right of Way line of US Highway #29 (200' R/W); thence Northwesternly along said Easterly Right of Way line a distance of 888.09 feet, more or less, to the Point of Intersection of said Easterly Right of Way line and the North line of the Southwest 1/4 of the Southwest 1/4 of said Section; thence North 89 degrees 36 minutes 00 seconds East along said North line of the Southwest 1/4 of the Southwest 1/4 a distance of 836.11 feet, more or less, to the Point of Beginning of this description.

**TO HAVE AND TO HOLD** the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee in fee simple.

**AND** the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances.

**PROVIDED ALWAYS** that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified to wit:

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL BALANCE DUE UPON MATURITY IS \$89,873.30, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

DATE: December 1st, 2006

**NOTE**

Pensacola, Florida

AMOUNT: **\$93,220.00**

**FOR VALUE RECEIVED** the undersigned promises to pay to the order of:

**Arthur M. White**

the principal sum of **\$93,220.00 (Ninety-Three Thousand Two Hundred Twenty and 00/100) DOLLARS**

together with interest thereon at the rate of **10% (Ten and 00/100 percent)** per annum from DATE OF EXECUTION HEREOF until maturity, both principal and interest being payable in Lawful Money of the United States, such principal sum and interest payable in installments as follows:

Payable in **17** equal consecutive monthly installments of principal and interest in the amount of **\$1,001.75** each, the first of which shall be due and payable one month from the date hereof together with a like installment due on the same date each and every month thereafter until **June 1, 2008**, when the entire unpaid remaining balance together with accrued interest thereon shall be due and payable. There shall be no pre-payment penalty. **STATE OF FLORIDA DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THE MORTGAGE SECURING THIS NOTE.**

Such installment payments shall be applied first to the interest accruing under the terms of this note and then to a reduction of the principal indebtedness. The makers and endorsers of this note further agree to waive demand, notice of non-payment and protest, and in the event suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees for making such collection. All payments hereunder shall bear interest at the rate of **10% (Ten and 00/100 percent)** per annum from maturity until paid. This note is secured by a mortgage of even date herewith and is to be construed and enforced according to the laws of the State of Florida; upon default in the payment of principal and/or interest when due, the whole sum of principal and interest remaining unpaid shall at the option of the holders, become immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of subsequent default.

Payable at: **3805 Millbrook Drive, San Angelo, TX 76904** or such other place as shall be designated by the holder of this note in writing.

and shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than ( N/A ) (vacant land) in a company or companies acceptable to the mortgagee policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

IF any sum of money herein referred to be not promptly paid within THIRTY days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any or the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

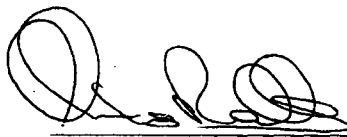
IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

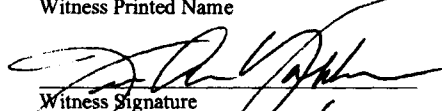
(TWO WITNESSES REQUIRED)

  
Witness Signature

LINDA SALTER  
Witness Printed Name

  
Christos Rallis L.S.

\_\_\_\_\_  
L.S.

  
Witness Signature

Teressa Ann Scarborough  
Witness Printed Name

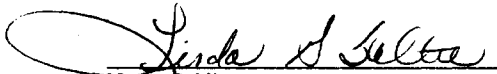
\_\_\_\_\_  
L.S.

\_\_\_\_\_  
L.S.

STATE OF FLORIDA )

COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me this 1st day of December, 2006, by Christos Rallis who is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

  
Notary Public

SEAL LINDA G. SALTER  
Notary Public-State of FL  
Comm. Exp. June 17, 2007  
Comm. No. DD 204024

\_\_\_\_\_  
Printed Notary Name

EXTENSION AND MODIFICATION OF BALLOON NOTE

STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ESCAMBIA

THAT, Christos Rallis, (herein called the "Undersigned," whether one or more), being legally obligated to pay the hereinafter described real estate lien note (the "Note") and which, if not presently primarily liable for the payment of the Note, does hereby expressly assume the payment thereof, the Note being in the original principal sum of NINETY-THREE THOUSAND TWO HUNDRED TWENTY AND NO/100 DOLLARS (\$93,220.00), dated December 1, 2006, executed Christos Rallis, payable to the order of Arthur M. White, more fully described in a Mortgage duly recorded under Book 6043 Page 1446 in the Public Records of Escambia County, Florida, and assigned to Grand Bank Profit Sharing Plan by instrument dated April 26, 2006, and recorded under Book 6321 Page 964 in the public records of Escambia County, Florida, said note being secured by the liens therein created or mentioned against the property described as follows:

See Exhibit "A" Attached

THAT, Undersigned, now desires to extend or rearrange the time or manner of payment of the Note and to extend and carry forward said liens on said property, and

WHEREAS, the Note and Mortgage matured on January 1, 2011 and Undersigned is desirous of extending the maturity date.

WHEREAS, Grand Bank Profit Sharing Plan of Hattiesburg, Mississippi, hereinafter called Note Holder, the legal owner and holder of the Note and Mortgage in consideration of \$10.00, and other valuable consideration, and at the request of the Undersigned has agreed to extend or rearrange the time or manner of payment of said note as hereinafter provided.

NOW, THEREFORE, in consideration of the extension or rearrangement of the time or manner of payment of the Note as hereinafter set forth by the legal owner and holder thereof, the Undersigned hereby renews the Note and indebtedness and promises to pay to the order of the Note Holder, the sum of EIGHTY-SIX THOUSAND FOUR HUNDRED SIXTY-EIGHT AND 20/100 DOLLARS (\$86,468.20) ("modified note amount"), together with interest thereon, at the rate of Six percent (6.00%) per annum, as follows:

60 principal and interest payments in the amount of \$500.00 beginning February 1, 2011, (with interest accruing from January 1, 2009), with a final maturity date of January 1, 2016, (the "maturity date") of any amounts remaining due under the modified terms as previously stated. The Undersigned agrees that he will be responsible for the direct payment of any and all taxes, insurance, maintenance, condominium or association fees or dues. Any payment received after 15 days of the due date each month will include a late charge equal to five (5%) of the past due principal and interest amount.

If the Undersigned fully and timely pays the installments as listed in the preceding paragraph, Note holder agrees, upon payment of all accrued interest, late charges, attorneys' fees, principal, etc., to release said Note and Mortgage provided that no default exists in the payment of the Note, Mortgage or in the terms of this Modification Agreement. In the event that any payment is delinquent, or if the Note or Mortgage are in default for any reason, this Agreement will, at the option of the Note Holder, be deemed null and void, and any and all payments made will be applied: (1) against amounts advanced by Note Holder for taxes and insurance; (2) against amounts paid by Note Holder for any and all attorneys' fees; (3) against any and all accrued but unpaid late charges; (4) against any and all accrued but unpaid interest; and (5) the remainder against the principal balance of the Note, all as if the Note and Mortgage and the terms thereof had never been modified. In the event that the Note and/or Mortgage are in default after the application of said payments, the Note Holder may, at the Note Holder's option, immediately begin foreclosure proceedings in accordance with the Note and Mortgage.

The parties hereto expressly agree that the amendments to the Note are intended as a modification of that Note and not as a novation thereof and that any intent on the part of either party to the contrary is expressly denied.

The Undersigned hereby extends the liens on said property until said indebtedness and note, as so renewed and extended, have been fully paid, and agrees that such extension or rearrangement will in no manner affect or impair said note or Mortgage and that said liens will not in any manner be waived, the purpose of this instrument being simply to extend or rearrange the time or manner of payment of said note and Mortgage and to carry forward all liens securing same, which are acknowledged by the Undersigned. The Undersigned further agrees that all terms and provisions of the Note and of the instrument or instruments creating or comprising the liens securing the same (the Mortgage) will be and remain in full force and effect as therein written, except as otherwise expressly provided herein.

It is the intention of the parties hereto to comply with the usury laws applicable to this Agreement and the Note; accordingly, it is agreed that notwithstanding any provision to the contrary in this Agreement, the Note, the Mortgage or in any other documents securing payment hereof or executed in connection herewith, no such provision will require the payment or permit the collection of interest in excess of the maximum permitted by applicable law in any contingency, whether by reason of demand for payment or acceleration of the maturity hereof or otherwise. If, from any circumstance whatsoever, any excess interest is provided for, contracted for, charged or received or adjudicated to be provided for, contracted for, charged or received, then the provisions of this paragraph will govern the control and neither the Undersigned hereof nor any other party liable for the payment hereof will be obligated to pay the amount of such excess interest and the interest payable to the Note holder hereof will be reduced to the maximum amount permitted by applicable law. Any such excess interest which may have been collected will be, at the Note holder's option, either applied as a credit against the then unpaid principal amount hereof or refunded to Undersigned. The effective rate of interest will be automatically subject to reduction to the maximum lawful rate allowed under applicable law as now or hereafter construed. It is further agreed that without limitation of the foregoing, all calculations of the rate of interest provided for, contracted for, charged or received under this Note which are

made for the purposes of determining whether such rate exceeds the maximum lawful rate, will be made, to the extent permitted by law, by amortizing, prorating, allocating and spreading in equal parts over the full stated term of this Note (including the period of any renewal or extension hereof), all interest provided for, contracted for, charged or received from the Undersigned or otherwise by the Note holder hereof. If any applicable law permits a greater rate of interest, the law permitting the greatest rate of interest will apply.

By his execution hereof, Christos Rallis, does hereby acknowledge his agreement and consent to the extension and modification of said Note and Mortgage, as set forth herein.

AGREED TO AND ACCEPTED this 4<sup>th</sup> day of ~~February~~ <sup>April 2013</sup>, 2009.

NOTE HOLDER:  
GRAND BANK PROFIT SHARING PLAN

By: [Signature]  
RUCKER W. HOWELL  
Its: TRUSTEE

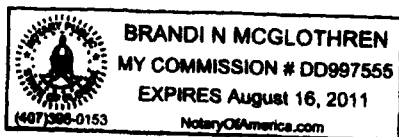
UNDERSIGNED: [Signature]  
CHRISTOS RALLIS  
[Signature]  
ARTHUR M. WHITE

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF Escambia

Before me personally appeared Christos Rallis to me well known and known to be the individual described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Witness my hand and official seal this the 18 day of ~~January~~ <sup>March</sup>, 2011.



[Signature]  
NOTARY PUBLIC/STATE OF FLORIDA

Brandi McGlothren  
Printed Name of Notary

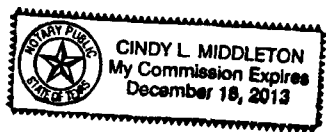
My commission expires: 8/16/11



STATE OF TEXAS  
COUNTY OF Tom Green

Before me personally appeared Arthur M. White to me well known and known to be the individual described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Witness my hand and official seal this the 3rd day of ~~January~~, ~~2011~~ April 2013



Cindy L. Middleton  
NOTARY PUBLIC/STATE OF TEXAS

Cindy L. Middleton  
Printed Name of Notary

My commission expires: Dec. 18, 2013

STATE OF MISSISSIPPI  
COUNTY OF LAMAR

Before me personally appeared Rucker W. Howell, Trustee of Grand Bank Profit Sharing Plan to me well known and known to be the individual described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein expressed and in the capacity therein stated and as the act and deed of said corporation.

Witness my hand and official seal this the 4th day of ~~January~~ April, ~~2011~~ 2013



Rebecca Dickens  
NOTARY PUBLIC/STATE OF MISSISSIPPI

Rebecca Dickens  
Printed Name of Notary

My commission expires: 6-23-14

### EXHIBIT "A" - LEGAL DESCRIPTION

Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 2 North, Range 31 West, Escambia County, Florida for the point of beginning; thence South 65 deg., 00 min., 45 sec., West along the Northwesternly right of way line of Pinoak Lane (66' R/W) a distance of 72.63 feet; thence South 00 deg., 26 min., 10 sec., East along said right of way line a distance of 469.64 feet; thence South 47 deg., 24 min., 50 sec., West along said right of way line a distance of 260.86 feet to the point of intersection of the Northwesternly right of way line of Pinoak Lane and the Easterly right of way line of US Highway #29 (200' R/W); thence Northwesternly along said Easterly right of way line a distance of 888.09 feet, more or less, to the point of intersection of said Easterly right of way line and the North line of the Southwest 1/4 of the Southwest 1/4 of said Section; thence North 89 deg., 36 min., 00 sec., East along said North line of the Southwest 1/4 of the Southwest 1/4 a distance of 836.11 feet, more or less, to the point of beginning of this description.

Prepared by &  
After recording return to:  
Grand Bank Profit Sharing Plan  
PO Box 16988  
Hattiesburg, MS 39404-6988

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ASSIGNMENT OF BALLOON MORTGAGE

For Value Received, Arthur M. White, 3805 Millbrook Dr., San Angelo, TX 76904 do hereby grant, assign and transfer to Grand Bank Profit Sharing Plan, 14 Plaza Drive, Hattiesburg, MS 39404 all beneficial interest under that certain Balloon Mortgage dated December 1, 2006, executed by Christos Rallis, as Mortgagor, to Arthur M. White, recorded in Book 6043, Page 1446 on December 6, 2006, in the Public Records of Escambia County, State of Florida, describing land therein as:

SEE "EXHIBIT 'A'-LEGAL DESCRIPTION" ATTACHED.

Together with the note or obligation described in said mortgage, and the moneys due and to become due thereon with interest from the 1st day of June, 2008.

TO HAVE AND TO HOLD the same unto the said party of the second part, its heirs, legal representatives, successors and assigns forever.

IN WITNESS WHEREOF the parties of the first part have caused these presents to be executed in their names, the 28 day of April, 2008.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness

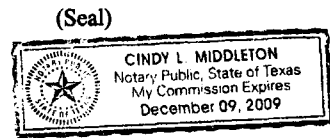
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

Arthur M. White  
Arthur M. White

STATE OF ~~FLORIDA~~ Texas )  
COUNTY OF Tom Green )

The foregoing instrument was acknowledged before me this 28th day of April, 2008, by Arthur M. White, who is personally known to me or has produced military ID card as identification and did (did not) take an oath.



Cindy L. Middleton  
Notary Public

Cindy L. Middleton  
Printed Notary Name

### **EXHIBIT "A" - LEGAL DESCRIPTION**

**Commence at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 34, Township 2 North, Range 31 West, Escambia County, Florida for the point of beginning; thence South 65 deg., 00 min., 45 sec., West along the Northwestern right of way line of Pinoak Lane (66' R/W) a distance of 72.63 feet; thence South 00 deg., 26 min., 10 sec., East along said right of way line a distance of 469.64 feet; thence South 47 deg., 24 min., 50 sec., West along said right of way line a distance of 260.86 feet to the point of intersection of the Northwestern right of way line of Pinoak Lane and the Easterly right of way line of US Highway #29 (200' R/W); thence Northwestern along said Easterly right of way line a distance of 888.09 feet, more or less, to the point of intersection of said Easterly right of way line and the North line of the Southwest 1/4 of the Southwest 1/4 of said Section; thence North 89 deg., 36 min., 00 sec., East along said North line of the Southwest 1/4 of the Southwest 1/4 a distance of 836.11 feet, more or less, to the point of beginning of this description.**