

# Tax Collector's Certification

CTY-513

**Tax Deed Application Number**  
1600380

**Date of Tax Deed Application**  
May 04, 2016

This is to certify that **PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN US BANK AS CUST FOR PFS FINANCIAL 1 LLC**, holder of **Tax Sale Certificate Number 2014 / 50**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **01-0317-494**

**Cert Holder:**  
**PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN US BANK AS CUST FOR PFS FINANCIAL 1 LLC**  
**50 SOUTH 16TH ST, STE 2050**  
**PHILADELPHIA, PA 19102**

**Property Owner:**  
**DIAS LUIZ & PAMELA**  
**4633 TRADEWINDS CIR**  
**PENSACOLA, FL 32514**

LT 11 BLK G HARBOUR SQUARE 2ND ADDN PB 9 P 90 OR 4971 P 1811

+-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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/50	01-0317-494	06-01-2014	876.14	43.81	919.95

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2015/50	01-0317-494	06-01-2015	881.68	6.25	44.08	932.01

**Amounts Certified by Tax Collector (Lines 1-7):**

	<b>Total Amount Paid</b>
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,851.96
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	853.30
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	3,080.26

**Amounts Certified by Clerk of Court (Lines 8-15):**

	<b>Total Amount Paid</b>
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	42,768.50
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 24th day of May, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: **5 December 2016**

By *Shirley Rich, CFCA*  
*Senior Deputy Tax Collector*

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
01-0317-494 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I, PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN  
US BANK AS CUST FOR PFS FINANCIAL 1 LLC  
50 SOUTH 16TH ST, STE 2050  
PHILADELPHIA, PA 19102

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

Certificate No.	Date	Legal Description
2014/ 50	06-01-2014	LT 11 BLK G HARBOUR SQUARE 2ND ADDN PB 9 P 90 OR 4971 P 1811

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 all 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.

*Electronic signature on file*

Applicant's Signature

*05-04-2016*

Date



# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

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[Printer Friendly Version](#)

General Information	
<b>Reference:</b>	061S291010011007
<b>Account:</b>	010317494
<b>Owners:</b>	DIAS LUIZ & PAMELA
<b>Mail:</b>	4633 TRADEWINDS CIR PENSACOLA, FL 32514
<b>Situs:</b>	4633 TRADEWINDS CIR 32514
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2015	\$22,800	\$70,449	\$93,249	\$85,537
2014	\$22,800	\$66,401	\$89,201	\$84,859
2013	\$22,800	\$60,805	\$83,605	\$83,605

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2002	4971	1811	\$72,000	QC	<a href="#">View Instr</a>
07/1994	3615	837	\$67,000	WD	<a href="#">View Instr</a>
06/1990	2873	993	\$64,000	WD	<a href="#">View Instr</a>
05/1988	2554	583	\$59,000	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

**2015 Certified Roll Exemptions**  
HOMESTEAD EXEMPTION

**Legal Description**  
LT 11 BLK G HARBOUR SQUARE 2ND ADDN PB 9 P 90  
OR 4971 P 1811

**Extra Features**  
None

**Parcel Information**

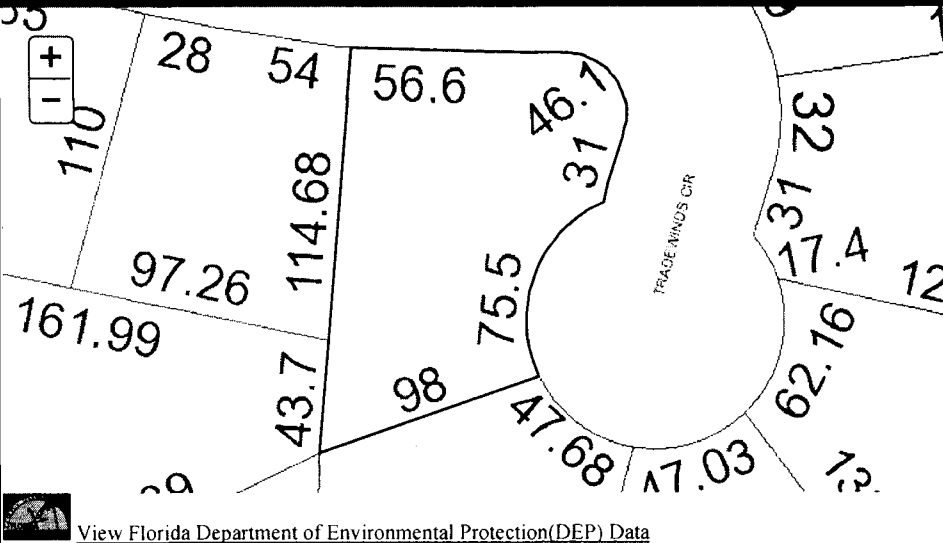
[Launch Interactive Map](#)

**Section Map Id:**  
06-1S-29-2

**Approx. Acreage:**  
0.2977

**Zoned:**   
MDR

**Evacuation & Flood Information**  
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

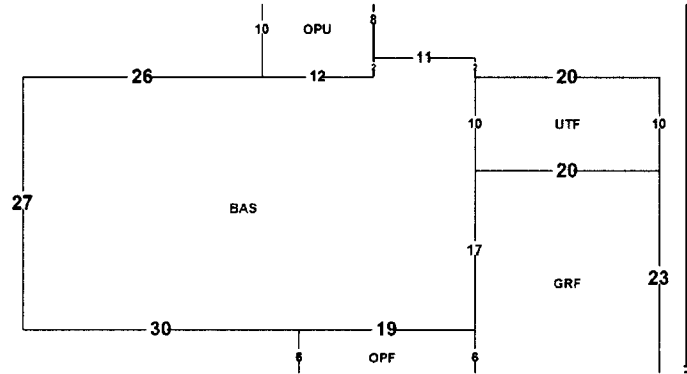
**Buildings**

Address: 4633 TRADEWINDS CIR, Year Built: 1977, Effective Year: 1977

**Structural Elements**  
DECOR/MILLWORK-ABOVE AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-BRICK-FACE/VENEER  
FLOOR COVER-CARPET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER

**NO. PLUMBING FIXTURES-6**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-GABLE**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

Areas - 2239 Total SF  
**BASE AREA - 1345**  
**GARAGE FIN - 460**  
**OPEN PORCH FIN - 114**  
**OPEN PORCH UNF - 120**  
**UTILITY FIN - 200**



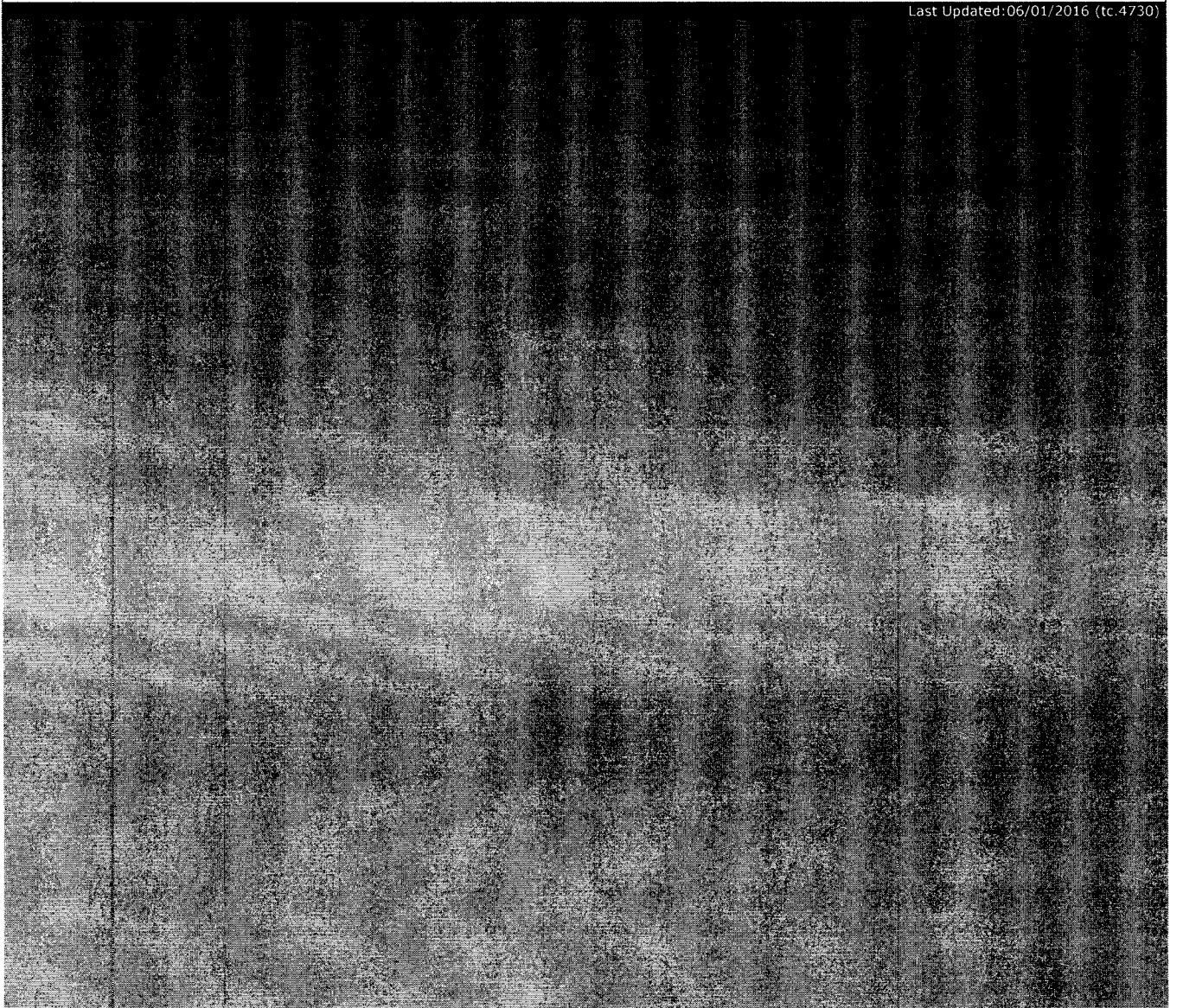
Images



3/6/12

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 06/01/2016 (tc.4730)



**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



**COUNTY OF ESCAMBIA  
 OFFICE OF THE  
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 010317494 Certificate Number: 000050 of 2014**

**Payor: LUIZ DIAS 4633 TRADEWINDS CIR PENSACOLA, FL 32514      Date 06/01/2016**

Clerk's Check #	1	Clerk's Total	\$497.25
Tax Collector Check #	1	Tax Collector's Total	\$3,409.94
		Postage	\$69.00
		Researcher Copies	\$40.00
		Total Received	<del>\$4,007.19</del>

**\$ 3269.46**

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By:  
 Deputy Clerk

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
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 MIS  
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 TRAFFIC



**BRANCH OFFICES**  
**ARCHIVES AND RECORDS**  
**JUVENILE DIVISION**  
**CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

**COUNTY OF ESCAMBIA**  
**OFFICE OF THE**  
**CLERK OF THE CIRCUIT COURT**

**Case # 2014 TD 000050**  
**Redeemed Date 06/01/2016**

**Name LUIZ DIAS 4633 TRADEWINDS CIR PENSACOLA, FL 32514**

Clerk's Total = TAXDEED	\$197.25	
Due Tax Collector = TAXDEED	\$3,409.94	<b>\$3,269.46</b>
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$40.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets



**PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**  
**Account: 010317494 Certificate Number: 000050 of 2014**

Redemption  No  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="12/05/2016"/>	Redemption Date <input type="text" value="06/01/2016"/>
Months	7	1
Tax Collector	<input type="text" value="\$3,080.26"/>	<input type="text" value="\$3,080.26"/>
Tax Collector Interest	\$323.43	\$46.20
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,409.94	<input type="text" value="\$3,132.71"/> <b>TC</b>
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$47.25	<input type="text" value="\$6.75"/>
Total Clerk	\$497.25	<input type="text" value="\$456.75"/> <b>CH</b>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$4,007.19	\$3,589.46
	Repayment Overpayment Refund Amount	\$417.73

Notes



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

June 17, 2016

PFS FINANCIAL 1 LLC US BANK CUSTODIAN  
50 SOUTH 16<sup>TH</sup> ST STE 2050  
PHILADELPHIA PA 19102

Dear Certificate Holder:

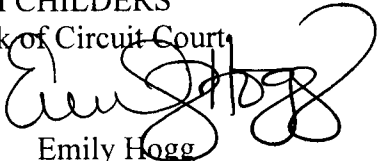
The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 004723	\$450.00	\$6.75	\$456.75
2014 TD 000050	\$450.00	\$6.75	\$456.75
2014 TD 006996	\$450.00	\$6.75	\$456.75
2014 TD 002469	\$450.00	\$6.75	\$456.75
2014 TD 008312	\$450.00	\$6.75	\$456.75
2014 TD 009012	\$450.00	\$6.75	\$456.75

**TOTAL \$2740.50**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:   
Emily Hogg  
Tax Deed Division



**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503  
Telephone: 850-478-8121  
Facsimile: 850-476-1437

Redeemed  
16-481

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 13067

September 15, 2016

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 09-15-1996, through 09-15-2016, and said search reveals the following:

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

Luiz Dias 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: 

September 15, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 13067

September 15, 2016

**Lot 11, Block G, Harbour Square Second Addition, as per plat thereof, recorded in Plat Book 9, Page 90,  
of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 13067

September 15, 2016

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

1. That certain mortgage executed by Luiz Dias and Pamela Dias in favor of Whitney National Bank dated 06/10/2004 and recorded 06/23/2004 in Official Records Book 5438, page 990 of the public records of Escambia County, Florida, in the original amount of \$58,000.00.
2. That certain mortgage executed by Luiz Dias and Pamela Dias in favor of Whitney National Bank dated 05/27/2011 and recorded 06/07/2011 in Official Records Book 6728, page 1105 of the public records of Escambia County, Florida, in the original amount of \$80,000.00.
3. Taxes for the year 2012-2015 delinquent. The assessed value is \$96,305.00. Tax ID 01-0317-494.

**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: 12-5-2016

TAX ACCOUNT NO.: 01-0317-494

CERTIFICATE NO.: 2014  
2013-0050

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 2015 tax year.

Luiz Dias  
Pamela Dias  
4633 Tradewinds Circle  
Pensacola, FL 32514

Whitney National Bank  
101 W. Garden St.  
Pensacola, FL 32502  
and  
228 St. Charles Ave., Mezzanine  
New Orleans, LA 70130

Whitney National Bank  
101 W. Garden St.  
Pensacola, FL 32502  
and  
P.O. Box 61260  
New Orleans, LA 70161

Certified and delivered to Escambia County Tax Collector,  
this 16th day of September, 2016.

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.

OR BK 4971 PG1811  
Escambia County, Florida  
INSTRUMENT 2002-005450

DEED DOC STAMPS PD @ ESC CO \$ 504.00  
09/12/02 EDITE LEE WRENDA, CLERK  
By: *Jay Russell*

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Name: Lisa English C/O: Bill Thompson's Office Equipment Company

Address: 103 South Baylen Street  
Pensacola, Florida 32501  
850-434-2365

Property Appraisers Parcel Identification

Folio Number(s):

Grantee(s) S.S. # (s)

Space above this line for processing data

Space above this line for recording data

## QUIT CLAIM DEED

*This Quit Claim Deed*, Executed the 27<sup>th</sup> day of August 2002, by Jack D. Countryman and Beverley A. Countryman, husband and wife, whose post office address is 3995 Rommitch Lane, Pensacola, Florida 32504 first party,

to Luiz Dias and Pamela Dias, husband and wife, whose post office address is 4633 Tradewinds Circle, Pensacola, Florida 32514, second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and the successors and assigns of corporations. Wherever the context so admits or requires.)

*Witnesseth*, That the first party, for and in consideration of the sum of \$ 10.00 (Ten Dollars) and other valuable considerations in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to wit:

**LOT 11, BLOCK G, HARBOUR SQUARE SECOND ADDITION, BEING A PORTION OF THE SECTION 6, TOWNSHIP 1 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 9 AT PAGE 90 OF THE PUBLIC RECORDS OF SAID COUNTY.**

**THE PREPARER OF THIS DEED REPRESENTS THAT HE/SHE HAS PREPARED THIS DEED AT THE DIRECTION OF THE GRANTOR AND/OR GRANTEE; THAT HE/SHE HAS PREPARED THIS DEED BASED SOLELY UPON THE LEGAL DESCRIPTION PROVIDED BY THE GRANTOR AND/OR GRANTEE; THAT NO TITLE SEARCH OR SURVEY HAS BEEN PERFORMED BY THE PREPARER; THAT THE PREPARER HAS NOT EXAMINED THE TITLE TO THE ABOVE DESCRIBED REAL PROPERTY; AND THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATION, WARRANTIES OR GUARANTEES WHATSOEVER AS TO THE VALIDITY OF THE TITLE OR OWNERSHIP OF SAID REAL PROPERTY BEING CONVEYED HEREINABOVE.**

To Have and to Hold The same together with all and singular the appurtenances

thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first written.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Signature (as to Grantor)

B. P. SIBLEY  
Printed Name

[Signature]  
Witness Signature (as to Grantor)

RANDY ARMSTRONG  
Printed Name

[Signature]  
Witness Signature (as to Co-Grantor)

B. P. SIBLEY  
Printed Name

[Signature]  
Witness Signature (as to Co-Grantor)

RANDY ARMSTRONG  
Printed Name

[Signature]  
Grantor Signature Jack D. Countryman

JACK D. COUNTRYMAN  
Printed Name

3995 Rommitch Lane, Pensacola, Florida 32504  
Post Office Address

[Signature]  
Co-Grantor Signature Beverly A. Countryman

Beverly A. COUNTRYMAN  
Printed Name

3995 Rommitch Lane, Pensacola, Florida 32504  
Post Office Address

State of Florida)  
County of Escambia)

On Sept 4<sup>th</sup>, 2002 before me, LORA BROWN, personally appeared Jack D. and Beverly A. Countryman, husband and wife personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Lora d. Brown

Affiant \_\_\_\_\_ Known  Produced ID

Type of ID Florida Drivers License

RCD Sep 12, 2002 04:05 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-005450



522.50  
203.00  
116.00  
391.50

OR BK 5438 PG0990  
Escambia County, Florida  
INSTRUMENT 2004-254784

HTG DOC STAMPS PD @ ESC CO \$ 203.00  
06/23/04 KENNIE LEE WAGANA, CLERK

INTANGIBLE TAX PD @ ESC CO \$ 116.00  
06/23/04 KENNIE LEE WAGANA, CLERK

**WHEN RECORDED MAIL TO:**

Whitney National Bank  
P O BOX 61260  
New Orleans, LA 70161-9967

This Mortgage prepared by:

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



**MORTGAGE**

**FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$58,000.00, 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 June 10, 2004, is made and executed between Pamela Dias, whose address is 4633 Tradewinds Circle, Pensacola, FL 32514 and Luiz Dias Jr a/k/a Luiz Dias, whose address is 4633 Tradewinds Circle, 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:

Lot 11, Block G, Harbour Square Second Addition, being a portion of the Section 6, Township 1 South, Range 29 West, Escambia County, Florida, according to Plat recorded in Plat Book 9, at Page 90 of the Public Records of said county.

The Real Property or its address is commonly known as 4633 Tradewinds Circle, Pensacola, FL 32514.

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

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

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$58,000.00, 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).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the

MORTGAGE  
(Continued)

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

GRANTOR:

X Pamela Dias  
Pamela Dias

X Luiz Dias Jr a/k/a Luiz Dias  
Luiz Dias Jr a/k/a Luiz Dias

WITNESSES:  
X [Signature]  
X [Signature]

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida )  
 ) SS  
COUNTY OF Escambia )

The foregoing instrument was acknowledged before me this 16 day of June, 2004  
by Pamela Dias and Luiz Dias Jr a/k/a Luiz Dias, husband and wife, who are personally known to me or who have produced  
as identification and did / did not take an oath

LISA N. PRUELL  
Notary Public-State of Florida  
My Commission Expires August 11, 2006  
ID #980789 DD 140963

Lisa N. Pruell  
(Signature of Person Taking Acknowledgment)

Lisa N. Pruell  
(Name of Acknowledger Typed, Printed or Stamped)

Personal Banker/Notary  
(Title or Rank)

(Serial Number, if any)



**WHEN RECORDED MAIL TO:**

Whitney National Bank  
Home Equity Department  
228 St. Charles Avenue, Mezzanine  
New Orleans, LA 70130

This Mortgage prepared by:

Name: G Mignonne Gratia-Johnston  
Company: Whitney National Bank  
Address: 228 St Charles Avenue, Mezzanine, New Orleans, LA 70130



\*#####%0000000P%0745%05272011\*

**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 \$80,000.00, 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 May 27, 2011, is made and executed between Luiz Dias Jr, whose address is 4633 Tradewinds Circle, Pensacola, FL 32574 and Pamela Dias, whose address is 4633 Tradewinds Circle, Pensacola, FL 32574; 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:

Lot 11, Block G, HARBOUR SQUARE SECOND ADDITION, according to the map or plat thereof recorded in Plat Book 9, Page 90, Public Records of Escambia County, Florida

The Real Property or its address is commonly known as 4633 Tradewinds Circle, Pensacola, FL 32574.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor 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 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 \$80,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any

MORTGAGE (Continued)

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 May 27, 2011, in the original principal amount of \$80,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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 [Signature] Luiz Dias Jr

X [Signature] Pamela Dias

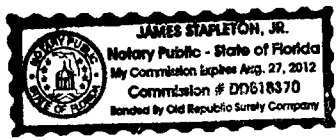
WITNESSES:

X [Signature] / CALVIN CRENSHAW
X [Signature] / AMBER BARNHART

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27TH day of MAY, 2011 by Luiz Dias Jr and Pamela Dias, husband and wife, who are personally known to me or who have produced FL DL as identification.



[Signature] James Stapleton
(Name of Acknowledger Typed, Printed or Stamped)
JAMES STAPLETON

(Title or Rank)
(Serial Number, if any)